



## REGULAR CITY COUNCIL MEETING

June 8, 2026 at 6:00 PM  
City Council Chambers  
1600 Avenue M, Hondo, TX

### AGENDA

Notice is hereby given that a Regular City Council Meeting of the governing body of the City of Hondo will be held June 8, 2026 at 6:00 p.m. in the City Council Chambers, City Hall at 1600 Avenue M, Hondo, Texas, for the purpose of discussing matters incident and related to the City of Hondo.

The public may also access the meeting remotely through video/conference from your computer, tablet or smart phone at: <https://boxcast.tv/channel/aetaajdf64jalxx20o9a>  
Persons may submit questions or comments about items on the agenda by email to: [jschneider@hondo-tx.org](mailto:jschneider@hondo-tx.org). Questions or comments submitted by email must be received by the city at least 1 hour prior to the scheduled start of the meeting in order to be presented to the City Council during the meeting.

The following items will be discussed, to-wit:

1. CALL TO ORDER.
2. QUORUM CHECK.
3. INVOCATION.
4. PLEDGE OF ALLEGIANCE.
5. CITIZENS'/PUBLIC COMMENTS

*Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda.*

## CONSENT

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Council Member.

6. CONSIDERATION AND APPROVAL OF THE MAY 26, 2026, REGULAR CITY COUNCIL MINUTES. *(JULIE SCHNEIDER, CITY SECRETARY)*
7. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 482-26 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING APPROVAL OF THE BUILDING CONTRACTOR AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS. *(JAMIE KINDRED, HOME PROGRAM)*
8. DISCUSS AND CONSIDER APPROVAL OF THE MAYOR'S APPOINTMENT OF ANGELA SAATHOFF TO SERVE ON THE PLANNING AND ZONING BOARD FOR A 3-YEAR TERM. *(MAYOR MCANELLY)*

## OTHER BUSINESS

9. DISCUSSION AND POSSIBLE ACTION TO APPROVE A CONTRACT WITH HOLBROOK ASPHALT, LLC FOR HIGH DENSITY MINERAL BOND TREATMENT (HA5) STREET PRESERVATION SERVICES IN AN AMOUNT NOT TO EXCEED \$200,164.04 THROUGH A COOPERATIVE PURCHASING AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS. *(JOHN NARON, CITY MANAGER)*
10. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SELECTION OF THE FOLLOWING FIRMS TO PROVIDE AIRPORT ON-CALL ENGINEERING AND PROFESSIONAL SERVICES UNDER RFQ NO. 26-001A, AND TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE SELECTED FIRMS:
  1. KSA ENGINEERS
  2. ATKINSRÉALIS
  3. WESTWOOD
  4. TERRACON
  5. RABA KISTNER
  6. ENGAGE GROUP

*(RYAN ELDER, DIRECTOR OF AVIATION)*
11. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH CONSTANZO FARMS FOR THE LEASE OF 175 ACRE-FEET (AF) OF BIG WATER RIGHTS IN THE AMOUNT OF \$17,850, AND TO EXECUTE A LEASE AGREEMENT WITH WILL LAMON FOR THE LEASE OF 187.021 ACRE-FEET (AF) OF BIG WATER RIGHTS IN THE AMOUNT OF \$9,351.05. *(RYAN ELDER, DIRECTOR OF AVIATION)*
12. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION CONCERNING AWARD OF THE ENGINEERING SERVICES CONTRACT FOR THE PREPARATION OF THE CITY'S 2025-2026 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) APPLICATION AND SUBSEQUENT ENGINEERING CONTRACT IF FUNDED. *(JOHN NARON, CITY MANAGER)*
13. ADJOURN.

I hereby certify that the above Notice of Regular City Council Meeting of the governing body of the City of Hondo was posted on the bulletin board in City Hall, 1600 Avenue M, Hondo, Texas, at a place convenient and readily accessible to the general public at all times on June 2, 2026, at 5:00 p.m.

ATTEST:



Julie Schneider  
City Secretary



*The City Council of the City of Hondo reserves the right to convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071 (Consultations with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations) on any of the above items.*

**NOTICE OF ASSISTANCE AT PUBLIC MEETINGS**

The City of Hondo City Council Meetings is available to all persons regardless of disability. If you require special assistance, contact the City Secretary forty-eight (48) hours prior to the meeting time at 830-426-3378.

[IGNORE\_INDENT]

REGULAR CITY COUNCIL MEETING  
May 26, 2026 at 6:00 PM  
City Council Chambers  
1600 Avenue M, Hondo, TX  
MINUTES

Notice is hereby given that a Regular City Council Meeting of the governing body of the City of Hondo will be held MAY 26, 2026, at 6:00 p.m. in the City Council Chambers, City Hall at 1600 Avenue M, Hondo, Texas, for the purpose of discussing matters incident and related to the City of Hondo.

The public may also access the meeting remotely through video/conference from your computer, tablet or smartphone at: <https://boxcast.tv/channel/aetaajdf64jalxx20o9a>  
Persons may submit questions or comments about items on the agenda by email to: [jschneider@hondo-tx.org](mailto:jschneider@hondo-tx.org). Questions or comments submitted by email must be received by the city at least 1 hour prior to the scheduled start of the meeting in order to be presented to the City Council during the meeting.

The following items will be discussed, to-wit:

1. **CALL TO ORDER.**

Mayor McAnelly called the meeting to order at 6:01 p.m.

2. **QUORUM CHECK.**

**Present:** Mayor McAnelly; Mayor Pro Tern Ytuarte; Councilmembers Williams and Ramirez.

**Absent:** Councilmember Lange

**Late Arrival:** Councilmember McCollum arrived at 6:08.

3. **INVOCATION.**

The invocation was delivered by Mayor McAnelly

4. **PLEDGE OF ALLEGIANCE.**

5. **CITIZENS'/PUBLIC COMMENTS**

*Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) on the form. Public comment is limited to 3 minutes per*

*speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda.*

None

## **ANNUAL ELECTION ACTIONS**

6. **COMPLETION OF STATEMENT OF OFFICER AND ADMINISTRATION OF OATH OF OFFICE TO INCUMBENT COUNCIL MEMBER PLACE 3 JOSE "PORKY" YTUARTE. (MAYOR MCANELLY)**

The Statement of Officer and the Oath of Officer was delivered to Jose "Porky" Ytuarte by Mayor McAnelly.

7. **COMPLETION OF STATEMENT OF OFFICER AND ADMINISTRATION OF OATH OF OFFICE TO INCUMBENT COUNCIL MEMBER PLACE 4 RACHEL RAMIREZ. (MAYOR MCANELLY)**

The Statement of Officer and Oath of Office was delivered to Rachel Ramirez by Mayor McAnelly.

## **PROCLAMATION**

8. **RECOGNIZE JUNE 7TH -13TH, 2026 AS NATIONAL GARDEN WEEK. (MAYOR MCANELLY)**

Mayor McAnelly presented the Proclamation for National Garden Week to Mindy Coyne.

## **CONSENT**

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Council Member.

Councilmember Ytuarte moved to approve Items 9-12, 14 & 15 on the Consent Agenda. The motion was second by Councilmember Williams. Item #13 was pulled for further discussion.

9. **CONSIDERATION AND APPROVAL OF THE MAY 11, 2026, REGULAR CITY COUNCIL MINUTES.**
10. **CONSIDERATION AND APPROVAL OF THE YEAR-TO-DATE 2ND QUARTER FINANCIAL REPORTS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026, AS PRESENTED (CHRIS HILL, CFO AND JOHN NARON, CITY MANAGER)**
11. **CONSIDERATION AND APPROVAL OF THE 1 ST AND 2ND QUARTER INVESTMENT REPORTS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026, AS PRESENTED (CHRIS HILL, CFO AND JOHN NARON, CITY MANAGER)**
12. **CONSIDERATION AND APPROVAL OF ORDINANCE 1322-05-26 AMENDING THE CITY OF HONDO INVESTMENT POLICY AS REQUIRED BY CHAPTER 2256 OF THE TEXAS GOVERNMENT CODE; AND SETTING AN EFFECTIVE DATE. (CHRIS HILL, CFO AND JOHN NARON, CITY MANAGER)**
13. **CONSIDERATION AND APPROVAL OF ORDINANCE 1323-05-26 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING AMENDMENTS TO THE ADOPTED ANNUAL BUDGET OF THE CITY OF HONDO, TEXAS FOR THE 2025-2026 FISCAL YEAR PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND**

**PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT (CHRIS HILL, CFO AND JOHN NARON, CITY MANAGER)**

14. **DISCUSS AND CONSIDER APPROVAL OF THE MAYOR'S APPOINTMENT OF ANDREW FRANKE TO SERVE ON THE AIRPORT ADVISORY BOARD FOR A 3-YEAR TERM.**
15. **DISCUSS AND CONSIDER APPROVAL OF THE MAYOR'S APPOINTMENT OF CHRIS SHAW TO SERVE ON THE AIRPORT ADVISORY BOARD FOR A 3-YEAR TERM.**

## **OTHER BUSINESS**

16. **DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF FUNDING AND INSTALLATION OF A VERKADA ACCESS CONTROL SYSTEM FOR ACCESS CONTROL AT CITY ADMINISTRATION FACILITIES. (JOSH RODRIGUEZ, IT MANAGER)**

IT Manager Josh Rodriguez presented the need for Verkada Access Control System to be installed at the Admin Bldg, PD and Public Works. This was included in item #13 Budget amendment.

A motion was made by Councilmember Ytuarte; second by councilmember Williams. Motion passed unanimously.

17. **DISCUSSION AND POSSIBLE ACTION REGARDING THE PROPOSED LEASE AGREEMENT AND NEGOTIATED TERMS PRESENTED BY SOUTHWEST TEXAS COLLEGE. (JOHN NARON, CITY MANAGER)**

John Naron, City Manager, provided the council with updates to the lease agreement. A motion was made by Councilmember Ramirez to approve the terms; second by Councilmember Ytuarte. Motion passed unanimously.

18. **DISCUSSION AND POSSIBLE ACTION OF AN AGREEMENT WITH RIC ADAMSKI OF ASH LINE, LLC FOR THE PROVISION OF PROFESSIONAL COMPREHENSIVE PLANNING SERVICES. (JOHN NARON, CITY MANAGER)**

The council discussed the importance of community engagement and the need for council involvement. A motion was made to approve the agreement between Rik Adamski of Ash Lime, by Councilmember Ytuarte; second by Councilmember McCollum. Motion passed unanimously.

19. **DISCUSSION AND POSSIBLE ACTION REGARDING FUNDING FOR THE REPLACEMENT OF AIR CONDITIONING UNITS AT THE SOUTH TEXAS REGIONAL TRAINING CENTER. (JOHN NARON, CITY MANAGER)**

Following discussion, the Council approved funding in an amount not to exceed **\$25,000** for the replacement of air conditioning units. The approved expenditure will be incorporated into the year-end budget amendment process. A motion was made by Councilmember Williams; seconded by Councilmember Ramirez. Motion passed unanimously.

20. **DISCUSSION AND POSSIBLE ACTION REGARDING THE ELECTION OF A MAYOR PRO TEM IN ACCORDANCE WITH THE CITY CHARTER. (MAYOR MCANELLY)**

A motion was made by Councilmember Ramirez to remain Mayor Pro Tern; seconded by Councilmember Williams. Motion passed unanimously.

21. **ADJOURN.**

With no further business, Councilmember Williams made a motion to adjourn; seconded by Councilmember Ytuarte. Motion passed unanimously. Meeting adjourned at 7:01 p.m.

I hereby certify that the above Notice of Regular City Council Meeting of the governing body of the City of Hondo was posted on the bulletin board in City Hall, 1600 Avenue M, Hondo, Texas, at a place convenient and readily accessible to the general public at all times on May 19, 2026, at 5:00 p.m.

**ATTEST:**

Julie Schneider  
City Secretary

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[IGNORE\_INDENT]



THIS IS GOD'S COUNTRY

## City Council Communication

***Title:***

CONSIDERATION AND APPROVAL OF RESOLUTION NO. 482-26 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING APPROVAL OF THE BUILDING CONTRACTOR AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS. (*JAMIE KINDRED, HOME PROGRAM*)

***Date:*** June 8, 2026

***From:***

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

1. Recommendation letter
2. Resolution for bid award 482-26
3. Bid Tab - Hondo - A1 Insulation
4. Bid Tab - Hondo - JW Turner
5. Bid Tab - Hondo - RM Quality
6. Bid Tab - Hondo - Sandoval Construcion

**STAFF CONTACTS:**



5/19/26

City of Hondo  
1600 Avenue M  
Hondo, TX 78861

Subject: HOME Program Construction Award  
To: Hondo City Council

These homes went out to bid and the bid opening was held on May 18, 2026, at 10:00 A.M.

A-One Insulation is the lowest most responsive base bid for these homes based on the criteria set forth in the bid package.

#### Home Program Homes

1. 904 15<sup>th</sup> St (3-bedroom home) Base bid from A1 Insulation is \$148,500.00
2. 802 17<sup>th</sup> St. (3-bedroom home) Base bid from A1 Insulation is \$148,500.00
3. 1807 17<sup>th</sup> St (3-bedroom home) Base bid from A1 Insulation is \$148,500.00

Four bids were received:

- A-One Insulation – Total of all base bids - \$445,500.00
- RM Quality Construction – Total of all base bids - \$447,000.00
- JW Turner – Total of all base bids - \$597,150.00
- Sandoval Construction – Total of all base bids - \$599,000.00
- In accordance with TDHCA rules, the city went out for bid on construction for the homes listed above. The ad ran two weeks in a row. A bid opening was scheduled for May 18, 2026, at 10:00 AM. Three (3) bids were received. A-One

Insulation base bid for this home came in at or under the amount that was available through funds from TDHCA.

- Recommendation: Langford Community Management Services recommends that the City of Hondo award the construction contract for Three (3) homes listed above to A-One Insulation. The bid package states that the award should go to the company who has the lowest most responsive base bid. A-One Insulation was the lowest responsive base bid for this project. A-One Insulation has built ten of our home program homes. Langford Community Management services have previously worked with A-One Insulation and found their work to be done in a timely fashion and the complete build-out was to everyone's satisfaction.

Please see the following attachments: 1. Resolution awarding construction bid to A-One Insulation. 2. Bid tabs from bid opening. The winning base bid is to A-One Insulation with a total base bid of \$445,500.00 for 3 homes. Alternates will be selected at a later date.

Best regards

*Lacie Koska*  
*Home Program Project Manager*



9017 W. State HWY 29, Ste 206, Liberty Hill, Texas 78642

**Cell:** 512.696.4056 **Office:** 512.452.0432

[LCMSinc.com](http://LCMSinc.com) / [Facebook](#) / [LinkedIn](#) RMLO#1209925 LCMS #630095

## RESOLUTION No. 482-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING APPROVAL OF THE BUILDING CONTRACTOR AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.

WHEREAS, the City of Hondo advertised for bids in accordance with all state and federal procurement laws; and

WHEREAS, the bid opening for the HOME PROGRAM was held on May 18th, 2026, at 10:00AM.

WHEREAS, Three (3) homes were included in the bid.

WHEREAS, 4 bids were received by the city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS;

- 1) The City of Hondo awards the construction to the lowest most responsive combined base bid to A-One Insulation LLC. The total base bid for the 3 homes combined is \$445,500.00
- 2) Alternates will be selected for each home prior to construction.
- 3) The addresses of the homes that are awarded are as follows:
  - a. 904 15<sup>th</sup> St (Base Bid \$148,500.00)
  - b. 802 17<sup>th</sup> St (Base Bid \$148,500.00)
  - c. 1807 17<sup>th</sup> St (Base Bid \$148,500.00)

Passed and approved on this 8th day of June, 2026.

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City Mayor- John McAnelly

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City Secretary – Julie Schneider

**City of Hondo Bid Tab**  
**May 18, 2026, 10:00 AM**

1003661

Home Program

**Base Bid**

<b>BIDDER</b>			
<b>A1 Insulation</b>	904 15th St	802 17th St	1807 17th St
<b>Base Bid</b>	<b>\$148,500.00</b>	<b>\$148,500.00</b>	<b>\$148,500.00</b>

<b>Total Base bids for all homes</b>	\$445,500.00
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**Attendees:**

Luis Sanchez  
 Guillermo Garza  
 Adam Rosenberg  
 Jamie Kindred  
 Lacie Koska

**Certified by:**

Jamie Kindred  
 Lacie Koska

**City of Hondo Bid Tab**  
**May 18, 2026, 10:00 AM**

1003661

Home Program

**Base Bid**

<b>BIDDER</b>			
JW Turner Construction	904 15th St	802 17th St	1807 17th St
<b>Base Bid</b>	<b>\$199,050.00</b>	<b>\$199,050.00</b>	<b>\$199,050.00</b>

<b>Total Base bids for all homes</b>	\$597,150.00
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Attendees:

Luis Sanchez  
 Guillermo Garza  
 Adam Rosenberg  
 Jamie Kindred  
 Lacie Koska

Certified by:

Jamie Kindred  
 Lacie Koska

**City of Hondo Bid Tab**  
**May 18, 2026, 10:00 AM**

1003661

Home Program

**Base Bid**

<b>BIDDER</b>			
RM Quality Construction	904 15th St	802 17th St	1807 17th St
Base Bid	<b>\$149,000.00</b>	<b>\$149,000.00</b>	<b>\$149,000.00</b>

<b>Total Base bids for all homes</b>	<b>\$447,000.00</b>
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**Attendees:**

Luis Sanchez  
Guillermo Garza  
Adam Rosenberg  
Jamie Kindred  
Lacie Koska

**Certified by:**

Jamie Kindred  
Lacie Koska

**City of Hondo Bid Tab**  
**May 18, 2026, 10:00 AM**

1003661

Home Program

**Base Bid**

<b>BIDDER</b>			
Sandoval Construction	904 15th St	802 17th St	1807 17th St
<b>Base Bid</b>	<b>\$201,000.00</b>	<b>\$199,000.00</b>	<b>\$199,000.00</b>

<b>Total Base bids for all homes</b>	\$599,000.00
--------------------------------------	--------------

Attendees:

Luis Sanchez  
 Guillermo Garza  
 Adam Rosenberg  
 Jamie Kindred  
 Lacie Koska

Certified by:

Jamie Kindred  
 Lacie Koska

# HONDO

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## City Council Communication

**Title:** CONSIDERATION AND APPROVAL OF THE MAYOR'S APPOINTMENT OF ANGELA SAATHOFF TO SERVE ON THE PLANNING AND ZONING BOARD FOR A 3-YEAR TERM. *(MAYOR MCANELLY)*

**Date:** June 8, 2026

**From:**

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

None

**STAFF CONTACTS:**



THIS IS GOD'S COUNTRY

## City Council Communication

***Title:***

DISCUSSION AND POSSIBLE ACTION TO APPROVE A CONTRACT WITH HOLBROOK ASPHALT, LLC FOR HIGH DENSITY MINERAL BOND TREATMENT (HA5) STREET PRESERVATION SERVICES IN AN AMOUNT NOT TO EXCEED \$200,164.04 THROUGH A COOPERATIVE PURCHASING AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS. *(JOHN NARON, CITY MANAGER)*

***Date:*** June 8, 2026

***From:***

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

1. DOCS1-#357804-v1-Hondo\_Holbrook\_Contract\_5\_18\_2026

**STAFF CONTACTS:**

**AGREEMENT  
BETWEEN CITY OF HONDO AND CONTRACTOR  
FOR NON-PROFESSIONAL SERVICES**

**TERM CONTRACT FOR HIGH DENSITY MINERAL BOND TREATMENT  
("HAS")**

This General Services Contract for High Density Mineral Bond Treatment (the "Contract") is made and entered into, by and between the City of Hondo, 1600 Avenue M, Hondo, Texas 78861 (the "City") and Holbrook Asphalt, LLC (the "Contractor") and having its principal place of business at 1545 E. Commerce Drive Saint George, UT 84790, jointly referred to as the "Parties," for the following work described in the Scope of Work attached as Exhibit "A." and the locations as Exhibit "A-1."

**WITNESSETH:**

**WHEREAS**, City of Hurst ("Hurst") sought competitive bids in full compliance with municipal competitive bidding requirement, under Bid Reference Number 24-004 for High Density Mineral Bond Seal and awarded the bid to Andale Construction, Inc. ("Andale"); and

**WHEREAS**, Andale and the Hurst entered into an Agreement identified as Standard Form of Agreement Between the City of Hurst and Contractor, which was effective March 26, 2024, for work related to Hurst's Bid Reference Number 24-004 for High Density Mineral Bond Seal; and

**WHEREAS**, Andale and Hurst executed the First Amendment to the Standard Form of Agreement Between City of Hurst and Contractor on April 28, 2024 to amend the Contract Documents by adding a provision authorization to permit a Co-Contractor; and

**WHEREAS**, through written agreement by Assignment and Assumption of Contract on April 28, 2024, Andale assigned and conveyed all its rights, interests, and obligations under the Contract Documents to Holbrook Asphalt, LLC as Co-Contractor; and

**WHEREAS**, Hurst and the City of Hondo (the "City") entered into an Interlocal Agreement effective on May 13, 2024 under Chapter 791 and Chapter 271.102 of the Texas Local Government Code to purchase services commonly utilized by the two Cities, including services from vendors under present and future contracts; and

**WHEREAS**, the City of Hurst renewed Contract No. 24-004 for High Density Mineral Bond Seal services for the renewal term of March 26, 2026 through March 25, 2027, such contract remains active and in effect, as reflected in Exhibit "E" attached hereto, and the City of Hondo desires to procure services under the cooperative purchasing authority established by the Interlocal Agreement between the City of Hurst and the City of Hondo;

**WHEREAS**, pursuant to the Interlocal Agreement and Hurst's contract assigned to Contractor, the City hereby engages with Contractor to perform certain services in accordance with the specifications of the Contract; and

Document Number: 357804

Version: 1

1

**WHEREAS**, this Contract is effective the date of the last signature; and

**WHEREAS**, the Contractor has agreed to perform such services in accordance with the specifications of the Contract;

**NOW, THEREFORE**, the City of Hondo and the Contractor do hereby agree as follows:

- 1. Scope of Work.** The services to be performed by the Contractor are specified in **Exhibit “A”** and **Exhibit “A-1”** to this Contract, which are attached and incorporated herein under the terms and conditions of this Contract (the “Work” or “Project”). All Work shall be performed in compliance with the terms, conditions, obligations, warranties and specifications identified in **Exhibit “B”** entitled ‘City of Hurst Invitation to Bid/Proposal’ attached hereto and incorporated by reference herein with the designations “Andale” and “Hurst” meaning “Holbrook” and “Hondo.”

This is a term contract for services with no guarantee to the quantity to be ordered or the specified locations. The City will contact the vendor to order the goods/services and may request an estimate for the work based on the unit pricing in detailed in Section 3 below.

- 2. Amendment.** Any changes to this Contract shall be by written amendment and executed by both Parties.
- 3. Pricing and Limit of Payments.** The Work shall be performed in place and complete at the unit prices identified in **Exhibit “A-2”** which is attached and incorporated herein for all purposes and will be invoiced monthly based on square yards completed and accepted during the preceding month in accordance with the pricing. Payments under this Contract may not exceed **\$200,164.04** without written amendment of this Contract executed by both parties. The City reserves the right to adjust or add locations of the services to be provided herein without any increase to the Contract price unless the adjusted or additional locations increase the total square yardage that will exceed the Contract price, which will then require compliance with Section 2 provided herein.
- 4. Period of Performance.** The term of this contract shall start at the beginning of the date of execution by the City and continue for an initial term of one year. This agreement may be renewed for up to four (4) additional one-year terms upon mutual agreement.
- 5. Incorporation by Reference.** The City and Contract incorporate all whereas statements into this contract. The City and Contractor hereby incorporate the attached heretofore Contract Documents between Hurst and Andale by reference attached hereto as **Exhibit “B”, Exhibit “C”, and Exhibit “D”**. As incorporated into this Contract, the designations “Andale” and “Hurst” shall mean “Holbrook” and “Hondo,” and any designation of “Tarrant County” shall mean “Medina County.”
- 6. Gratuities & Bribes.** Contractor certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative, to any City officer, employee, or elected representative, with respect to this Contract or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the Contract.
- 7. Required Licenses.** Contractor certifies that they hold all licenses required by the federal government and the State of Texas for a provider of the goods and/or services described by the Scope of Work herein. Services must be performed with the professional skill and care ordinarily provided by

Commented [A1]: City to Confirm.

competent professionals (e.g., licensed engineers or registered architects) practicing in the same or similar locality and under the same or similar circumstances and professional license.

- 8. Authority to Enter Contract.** The individual signing this Contract on behalf of the Contractor acknowledges that they are authorized to do so and said individual further warrants that they are authorized to commit and bind the City to the terms and conditions of this Contract.
- 9. Anti-Boycott of Energy Companies.** Contractor verifies that it does not boycott energy companies and will not boycott energy companies during the Term of this Contract, as those terms are defined by Texas Government Code Chapter 2274. This provision includes a company with 10 or more full-time employees and a contract that has a value of \$100,000 or more to be paid wholly or partly from the entity's public funds, as well as a sole proprietorship as a contractor for purposes of this prohibition.
- 10. Nondiscrimination Against Firearm & Ammunition Industries.** Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Contract against a firearm entity or firearm trade association, as those terms are defined by Texas Government Code Chapter 2274.
- 11. Public Information.** The requirements of Texas Government Code Chapter 552, Subchapter J, may apply to this Contract and the Contractor or its agents agrees that the Contract may be terminated if the Contractor or its agents knowingly or intentionally fail to comply with a requirement of that subchapter. The Contractor is required to:
  - (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City for the duration of the Contract;
  - (2) promptly provide to the City any contracting information related to the Contract that is in the custody or possession of the entity on request of the governmental body; and
  - (3) on completion of the Contract, either:
    - i) provide at no cost to the City all contracting information related to the Contract that is in the custody or possession of the Contractor; or
    - ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City.
- 12. Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Texas Government Code Chapter 552).
- 13. Independent Contractor.** The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of City or the Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the services described in Exhibit "A", attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in Exhibit "A". No provision of this Contract or act of City in performance of the Contract shall be construed as making the Contractor the agent, servant or employee of the City, the State of Texas or the United States government. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties

on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee-related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

**14. Entire Agreement.** This Contract, the Contract Documents between Hurst and Andale under bid 24-004, and all other attachments and exhibits, as provided herein, constitute the entire agreement between the parties hereto, and supersede any and all oral and written contracts between the Parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of the parties.

**15. Subcontracts & Assignments.** Contractor may utilize the services of specialty subcontractors on those parts of the work which under normal contracting practices are performed by specialty subcontractors. Contractor shall not award any work to any subcontractor until Contractor submits to the City a written statement concerning the proposed award to the subcontractor which statement shall contain such information as the City may require. The Contractor acknowledges that the City is not liable to any subcontractor or assignee of the Contractor. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the City. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Contract as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices and comply with all laws and regulations applicable to the furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, City shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

**16. Payment Provisions.** The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Texas Government Code Chapter 2251. The City reserves the right to modify any amount due on an invoice that has been presented by the Contractor to the City if necessary to conform the amount to the terms of the Contract. Invoices must be sent to the following address to assure timely processing:

City of Hondo, Texas - Public Works  
Attn: Rene Saenz, Director of Public Works  
1600 Avenue M  
Hondo, Texas 78861  
(830) 741-5077  
[rsaenz@hondo-tx.org](mailto:rsaenz@hondo-tx.org)

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**17. Abandonment or Default.** A Contractor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may:

- (a) be charged for any increased cost of goods, materials and/or services related thereto;
- (b) be considered disqualified in any re-advertisement of the service; and

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- (c) not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**18. Compliance With Other Laws.** This Contract shall be considered an executed certification that the Contractor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Contractor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**19. INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), ARISING OUT OF THE PERFORMANCE OF THE CONTRACT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR ITS OFFICERS, AGENTS, AND EMPLOYEES. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR AND ANY EMPLOYEE OR SUB- CONTRACTOR OF THE CONTRACTOR SHALL NOT BE CONSIDERED AN EMPLOYEE OF THE CITY. THE CONTRACTOR SHALL NOT BE WITHIN PROTECTION OR COVERAGE OF THE CITY'S WORKERS' COMPENSATION INSURANCE, HEALTH INSURANCE, LIABILITY INSURANCE OR ANY OTHER INSURANCE THAT THE CITY FROM TIME TO TIME MAY HAVE IN FORCE AND EFFECT. CITY SPECIFICALLY RESERVES THE RIGHT TO REJECT ANY AND ALL CONTRACTOR'S EMPLOYEES, REPRESENTATIVES OR SUB-CONTRACTORS AND/OR THEIR EMPLOYEES FOR ANY CAUSE, SHOULD THE PRESENCE OF ANY SUCH PERSON ON CITY PROPERTY OR THEIR INTERACTION WITH CITY EMPLOYEES BE FOUND NOT IN THE BEST INTEREST OF THE CITY OR IS FOUND TO INTERFERE WITH THE EFFECTIVE AND EFFICIENT OPERATION OF THE CITY'S WORKPLACE. THIS PARAGRAPH IS SUBJECT TO THE LIMITATIONS OF TEXAS LAW.

**20. Disclosure of Interested Persons for Council-Approved Contracts (Form 1295 Filing).** Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov't Code. Under the provisions of this statute:

- (1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;
- (2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:
  - a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
  - b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

**21. Prohibition on Contracts with Companies Boycotting Israel.** Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex. Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, this statute applies to contracts for goods and services that:

- (1) are between the City and a company with 10 or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

**22. Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgment of the provision within the Contract.

**23. Titles Not Restrictive.** The titles assigned to the various Articles of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any article, or part of this Contract.

**24. Iran, Sudan, and Foreign Terrorist Organizations.** The signatory executing the Contract on behalf of Contractor represents that neither Contractor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Sections 2252.153 or 2270.0201, and posted on such officer's internet website.

The foregoing representation is made solely to comply with Texas Government Code Section 2252.152, and to the extent such section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

**25. Discrimination.** The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

**26. Notices.** Notifications shall be sent to the Contractor to the address and point of contact as follows:

Holbrook Asphalt, LLC  
Attn: Chris Rasmussen  
1545 E. Commerce Drive  
St. George, UT 84790  
(435) 272-4013  
[chris@holbrookasphalt.com](mailto:chris@holbrookasphalt.com)

*with a copy to:*

Holbrook Asphalt, LLC  
Attn: Michael Davidson, General Counsel  
1545 E. Commerce Drive  
St. George, UT 84790  
(435) 627-5634  
[mike.davidson@holbrookasphalt.com](mailto:mike.davidson@holbrookasphalt.com)

Notifications shall be sent to the City to the address and point of contact as follows:

City of Hondo  
Attn: John Naron, City Manager  
1600 Avenue M  
Hondo, Texas 78861

**27. Force Majeure.** It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances that are reasonably beyond the control of the party obligated or permitted under the terms of the contract to do or perform

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the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

**28. Performance and Payment Bonds.** Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Annual Amount of **\$200,164.04** as security for the faithful performance of the Work for the City and payment of all Contractor’s labor, materials, equipment and supply obligations under the Contract Documents. These Bonds shall remain in effect by Contractor at least until one year after the date when final payment becomes due for that year term and renewed if the Contract is extended an additional year term, and except as otherwise provided by Law or Regulation or by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation and on the Forms provided in **Exhibit “F”** to this Contract and be executed by such sureties as authorized to do business in the State of Texas and listed in the current Federal Circular 570 as authorized to issue bonds. All Bonds signed by an agent (“attorney in fact”) must be accompany by a certified copy of the authority to act on behalf of the surety. Contractor and its surety understand that the Bonds shall automatically be increased in the amount of any additive Amendment signed by the City and Contractor. Contractor shall supply said Bonds to the City for approval not later than five (5) days after the date of execution of this Contract. The Bonds shall be in the form required by the City and shall name the City as obliges. Contractor’s failure to provide Bonds shall constitute a material breach of the Contract, entitling the City to terminate the Contract and to exercise all rights, remedies and recoveries under the Contract Documents, at law and in equity. All refunds, if any, from any such premiums shall accrue to the City. Upon the request of any person or entity appearing to be a potential beneficiary of Bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the Bonds or shall authorize a copy to be furnished.

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If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or its right to do business in Texas is terminated or it ceased to meet the requirements herein, Contractor shall within five (5) calendar days thereafter substitute another Bond and surety, both of which must be acceptable by the City.

**29. Insurance.** The Contractor certifies, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the same insurance requirements provided in Exhibit “B” attached hereto.

**30. Termination.** The City may terminate the Contract by giving Contractor notice in writing in accordance with section 26 hereto for cause or convenience. Upon delivery of such notice by the City to Contractor, Contractor shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. The City shall then pay Contractor that portion of the prescribed charges which the services actually performed under this Contract bear to the total services call for under this Contract less such payments on account of the changes as have been previously made. Copies of all completed designs, plans, and specifications prepared under this Contract shall be delivered to the City when and if this Contract is terminated.

**31. Changes & Amendments.** Any alterations, additions, or deletions to the terms of this Contract, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

To ensure the legal and effective performance of this Contract, both parties agree that any amendment that affects the performance under this Contract must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Contract and shall be binding upon the parties as if written herein.

**32. Governing Law & Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Medina County, Texas.

**33. Attorney's Fees.** Should either Party to this Contract bring suit against the other Party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

**34. Severability.** The City and Contractor agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**35. Primary Contract.** The Contract Documents attached heretofore between Hurst and Andale Construction governs over any conflicting terms or conditions found in this Contract. Notwithstanding the foregoing, this Contract's Scope of Work identified in Exhibit "A" and Exhibit "B" control and any other specified work related to the City of Hondo. In addition, the Contractor will be required to comply with the Insurance and Performance and Payment Bond requirements to this Contract.

**36. Entire Contract.** This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both Parties.

**37. Additional Contract Documents.** The following documents attached to this Contract are part of this Contract:

EXHIBIT "A" – Scope of Work

EXHIBIT "A-1" – List of Streets and Boundaries for services

EXHIBIT "A-2" – Hondo Pricing

EXHIBIT "B" - City of Hurst Invitation to Bid/Proposal (including any addenda issued) As incorporated into this Contract, the designations "Andale" and "Hurst" shall mean "Holbrook" and "Hondo," and any designation of "Tarrant County" shall mean "Medina County."

EXHIBIT "C" – First Amendment to the Standard Form of Agreement Between City of Hurst and Contractor

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EXHIBIT “D” – Assignment and Assumption of Contract

EXHIBIT “E” – City of Hurst Contract Renewal for Contract No. 24-004

EXHIBIT “F” – Performance and Payment Bonds

EXHIBIT “G” – Insurance Certificate

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The City and Contractor have read, understood and agreed to the whole Contract as excuted by:

“City”  
City of Hondo

“Contractor”  
Holbrook Asphalt, LLC

By: \_\_\_\_\_  
Print Name: John Naron  
Title: City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Julie Schnieder, City Secretary

## EXHIBIT "A"

### Scope of Work

#### 1. ESTIMATED ANNUAL QUANTITIES

The City estimates that it will treat approximately **43,055 SY** of asphalt a year. These estimated quantities are based upon the best available information. The City reserves the right to increase or decrease the quantity by any amount deemed necessary to meet its needs without any adjustments in the Contract price.

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#### 2. MINIMUM QUALITY SPECIFICATIONS

All products quoted must be in full compliance with acceptable portions of the last edition of Texas Highway Standards Specifications.

Holbrook will comply with all terms, conditions, specifications, proposals, certifications set out in City of Hurst Invitation to Bid/Proposal 24-004, including the Proposal, Standard Form of Agreement Between The City of Hurst and Contractor and all Contract Documents identified therein, attached hereto as **Exhibit "B"** and incorporated for reference for all purposes herein as incorporated into this Contract, the designations "Andale" and "Hurst" shall mean "Holbrook" and "Hondo," and any designation of "Tarrant County" shall mean "Medina County" subject to the following Special Terms and Conditions for Hondo which shall control and replace conflicting pricing, locations and terms therein:

##### a. DELIVERY LOCATION

The City of Hondo has identified various locations within the City of Hondo identified in **Exhibit "A-1"** which is attached hereto and incorporated by reference for all purposes herein.

##### b. SPECIAL HONDO TERMS AND CONDITIONS

The parties have agreed to the pricing and special terms and conditions indicated in **Exhibit "A-2"** which is attached hereto and incorporated by reference for all purposes herein.

##### c. MISCELLANEOUS:

- No maintenance bond or bid bond shall be required.
- Payment and Performance Bonds shall be in favor of City of Hondo.
- Pursuant to Chapter 2258, Texas Government Code, CONTRACTOR shall comply with the minimum General Prevailing Wage Rate of per diem wages for work of similar character in Medina County, Texas, for each type of laborer, workman or mechanic needed to implement the Contract at the Project Site, and not less than the general prevailing rate per diem wages for legal holiday and overtime Work. The Schedule of General Prevailing Wage Rates specifically adopted by the OWNER for this Project, and other important Wage and Labor Standard Provisions are included in these Contract Documents attached as Exhibit "B". City of Hondo hereby designates wage determination: Davis-Bacon Act WD #: TX20240007 published January 4, 2024 and incorporates it by reference to this Contract as if attached hereto in its entirety.

**EXHIBIT A-1**

**Streets and Boundaries**

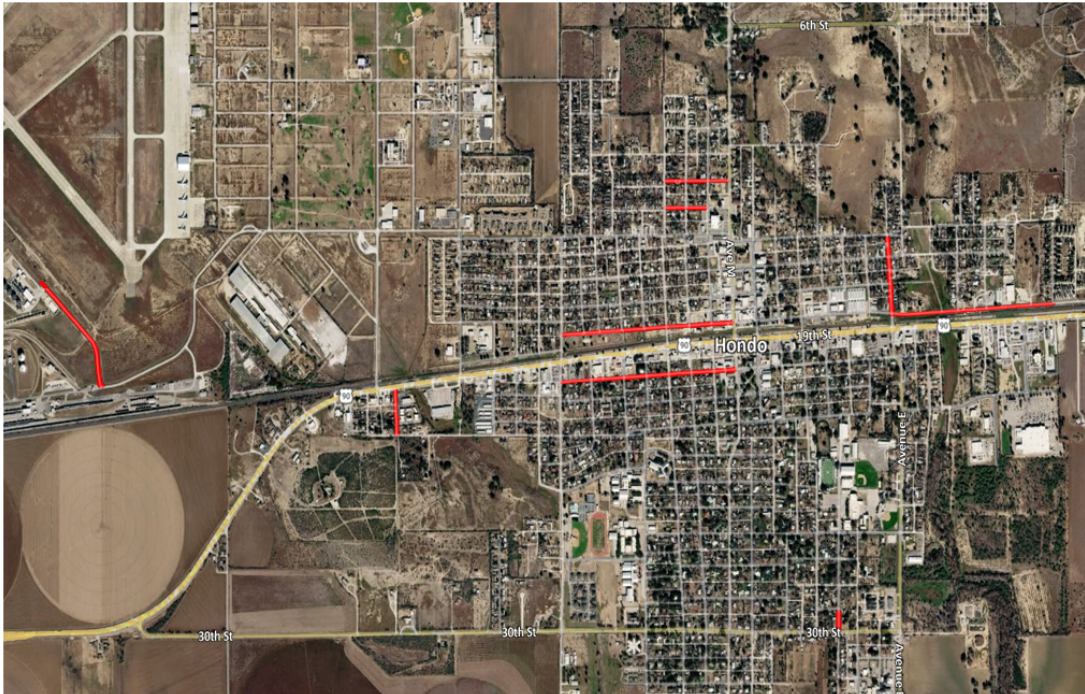
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The City reserves the right to adjust or add locations of the services to be provided herein without any increase to the Contract price unless the adjusted or additional locations increase the total square yardage that will exceed the Contract price, which will then require compliance with Section 2 of the Contract

CITY OF HONDO



HA5 PROJECT MAP



**EXHIBIT A-2  
Hondo Pricing  
(Additional pages of proposal, included Holbrook terms and conditions intentionally excluded)**

Proposal



Project Location	Proposal #	Date Issued	PO/LD #
City of Hondo, TX Various Streets Hondo TX 78861	HAU953528	5/4/2026	

**Terms**  
Due Upon Completion

**Bill To**  
City of Hondo, TX  
Attn: John Naron  
1101 16th St  
Hondo TX 78861

**Adviser Information**  
Kent Nobis  
P: 435-619-0575 | E: kent@preserveasphalt.com


**Description**  
High Density Mineral Bond

Item	Quantity	UM	Rate	Amount
Bonding Fees 1.50%	1			2,958.09
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	43,055	SqYd	4.29	184,705.95
Traffic Control and Community Communications		LS		6,500.00
Shuttle Service		LS		6,000.00
If the HA5 project is not done in conjunction with the BMO project a \$15,000.00 mobilization fee will be applied.				
<b>Total</b>				<b>\$200,164.04</b>

Please sign for proposal acceptance: Do not sign this page, see final page for signing

**EXHIBIT "B"**

City of Hurst Invitation to Bid/Proposal (including any addenda issued)

  
**CITY OF HURST**  
**INVITATION TO BID**

The City of Hurst is soliciting sealed bids to award an annual contract for the City's **High-Density Mineral Bond Seal Service**. At the City's option, this agreement may be renewed for four additional twelve-month periods.

The successful bidder shall furnish all materials, labor, tools, public safety equipment, and incidentals necessary to install a high-performance pavement sent to City locations as set forth in these specifications.

Designate on the front, lower, left hand corner of your response envelope, the following:

**Bid Reference Number:** 24-004

**Subject:** High Density Mineral Bond Seal Service

**Bid Closing Time:** February 27<sup>th</sup>, 2024 @ 2:30 pm

**Note:** Submit one original and one copy of your bid to the City. Please note on the front page which one is the original bid.

For Convenience at Bid Opening, Enter Total Quote on this Cover Page and Include in Sealed Response Envelope. (Do Not Place Quoted Prices on the Outside of the Envelope):

**Bidder's Name:** Andale Construction, Inc.

**Total Cost:** \$ 205,000.00  
(Also, Enter Amount in "Authority to Quote" Section)

## INSTRUCTIONS TO BIDDERS

1. **BID SUBMISSION ADDRESS AND DEADLINE**

Completed bids will be received in Risk/Purchasing, City Hall, 1505 Precinct Line Road, Hurst, TX 76054 until the bid submission deadline (closing time and date) as stated on the cover page. Bid responses received after the closing time and date cannot be accepted. Faxed responses or other electronically submitted bids cannot be accepted.

If you do not wish to bid at this time, please submit a "No Bid" by the same time and date at the same location as stated for bidding.

2. **SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be accepted.

3. **DEVIATIONS BETWEEN BID SPECIFICATIONS AND WORK PERFORMED**

The City reserves the right to perform a visual inspection and conduct engineering tests to verify compliance with all bid specifications and engineering standards for this type of work. Should the work fail to meet the bid specifications or engineering standards, the successful Bidder agrees that the City may elect to require specific performance by the successful Bidder at no additional cost to the City.

4. **SAMPLES**

Samples of items used in this project, when required, must be furnished free, and, if the Bidder has not requested the return of the samples within 30 days from the bid opening date, the samples may be disposed of by the City.

5. **ALTERING BIDS**

Bids cannot be altered, amended or withdrawn by the Bidder after the bid opening deadline. Any interlineations, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.

6. **MODIFICATIONS AND AMENDMENTS**

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

7. **BID WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the request for bids for any reason. The City further reserves the right to accept or reject part or all of any specific bid or all bids and to accept or reject any trade-in.

8. **LATE BIDS**

The City of Hurst is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Purchasing Office shall be the official time of receipt.

9. **IDENTICAL BIDS**  
In the event of two or more identical low bids, the contract will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Local Government Codes Annotated.
10. **PRICES HELD FIRM**  
All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid closing until contract execution unless otherwise specified by the City.
11. **DESTINATION CHARGES**  
All materials and equipment used in this project shall be included in the Bidder's quote, including all travel and destination charges.
12. **TITLE/RISK OF LOSS**  
The risk of loss of the project shall not pass to the City until the City actually takes final acceptance of the project.
13. **CONTRACT COMPLETION DATE**  
A delivery or contract completion date is to be provided by the Bidder unless otherwise stated in the City's specifications. This date may, where time is of the essence, determine the contract award. Fees for delay may be assessed beginning on the first day following the maximum delivery or completion time as stated in the plans and specifications.
14. **DEVIATION FROM SPECIFICATIONS**  
Any deviations from specifications and alternate bids must be clearly shown with complete information provided by the Bidder. They may or may not be considered by the City.
15. **UNIT PRICES AND EXTENSIONS**  
If unit prices and their extensions do not coincide, the City may accept the bid for the lesser amount.
16. **ASSIGNMENT**  
The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without the written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.
17. **BID AMBIGUITY**  
Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with the specifications, instructions, and all conditions of bidding shall be construed in the favor of the City.
18. **CHANGE ORDERS**  
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City.

19. **LIENS**

The successful Bidder agrees to and shall indemnify and save harmless the City of Hurst against any and all liens and encumbrances for all labor, goods, and services which may be provided under the City's request, by seller or seller's Supplier(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

20. **PATENT INDEMNITY**

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City of any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

21. **GRATUITIES/BRIBES**

The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee, or elected representative with the respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

22. **RESPONSE FORM TO BE USED**

Unless otherwise stated in these specifications, the bid quote must be submitted on the form provided. See Paragraph 37.

23. **SAFETY DATA SHEETS (SDS)**

No SDS's are required for this bid.

24. **DURATION OF AGREEMENT and PRICE ADJUSTMENTS**

The successful Bidder will be awarded a twelve (12) month agreement effective the date of award. Prices must not be increase for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve (12) month periods, then from month-to-month until a new agreement is terminated. The items purchased under this agreement may be subject to a price increase at the time of renewal based on the current Producers Price Index or Employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics does not accumulate data on the products or services defined by these specifications, by mutual agreement, the successful bidder may increase its prices for an amount not the exceed 5%.

Price decrease are allowed at any time.

Any request for a price increase must be presented to the City at least 60 days before the expiration of the current agreement.

25. **TERMINATION OF AGREEMENT**

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon

delivery of such notice by the city to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of the agreement successfully performed.

26. **PAYMENT and TAXES**

Payment to the successful Bidder will be as a lump sum payment after satisfactory receipt of the product, as determined by the City, and receipt of invoice or other billing instrument used by the successful Bidder. In accordance with Sec. 2251.021 of the Texas Government Code, payment to the successful Proposer. The City is exempt from Federal Excise and State Tax; therefore, tax must not be included in the bid price.

All prices quoted shall include all charges, including delivery and set-up fees.

27. **WAGE RATES FOR CONSTRUCTION OF A PUBLIC WORK**

All bidders will be required to comply with Chapter 2258, Prevailing Wage Rates of Vernon's Texas Codes Annotated with respect to the payment of prevailing wage rates. This applies to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under the public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

A worker employed on a public work by or on behalf of the City shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The State of Texas has adopted the Federal Davis-Bacon wage rates for the use in Texas and the City pursuant to and in accordance with the Texas Government Code, Section 2258.022. You may access the U. S. Department of Labor web site at the following web address to obtain these rates to be used in Tarrant County:

<https://www.dcl.gov/agencies/whd/government-contracts/construction/faq/conformance>

It shall be the responsibility of the successful bidder to obtain the proper wage rates from this site for Tarrant County for the type of work defined in these bid specifications.

28. **BRAND or MANUFACTURER'S REFERENCE**

The City of Hurst has determined that any brand name listed in the specifications meets the City's needs. This manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model. The city reserves the right to determine products of equal value.

Bidders will not be allowed to make unauthorized substitutions after award is made.

29. **COOPERATIVE GOVERNMENTAL PURCHASING**

Other Governmental entities utilizing interlocal agreements with the City of Hurst, may desire, but are not obligated, to purchase goods or services defined in this solicitation from the successful Bidder. All purchases by governmental entities, other than the City of Hurst, will be billed directly to and paid by that governmental entity. The City of Hurst will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with successful Bidder and be responsible for ensuring full compliance with the bid specifications.

Prior to other governmental entities placing orders, the City of Hurst will notify the successful bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Hurst.

Yes, Others can purchase;       No, Only the City of Hurst can purchase

30. **NOTIFICATION OF BID SPECIFICATIONS**

Please check below how you learned of these bids specifications:

City Newspaper Advertisement;       PublicPurchase.com  
 City Mailed Me a Copy;       Cold Call to the City  
 City's Web Site       Other: \_\_\_\_\_

31. **COMMENCEMENT OF WORK**

The successful Bidder will notify the City 48 hours prior to beginning work.

32. **FINANCIAL STATEMENT**

If requested by the City, the bidder shall provide a current financial statement audited by a Certified Public Accountant (CPA).

33. **STANDARD FORM OF AGREEMENT**

The successful Bidder shall agree to use the City's "Standard Form of Agreement". See sample attached.

34. **REFERENCES**

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has provided this or a similar service. List the references on Attachment I.

35. **CLAIMS and DAMAGES**

The Contractor agrees to assist and cooperate with its insurance carrier in the investigation and review of all third-party claims. In the event the Contractor fails to assist and cooperate with its insurance company, the City reserves the right and option to

withhold a sum from the next payment due the Contractor or its final payment equal to a reasonable sum equivalent to the claim. In the event the Contractor continues its failure to assist and cooperate with its insurance company for a period of thirty (30) days after the City notifies it that the City has withheld such amount, the City reserves the right and option to resolve and settle the claim with said funds. Any funds in excess of the amount necessary to settle the claim shall be paid to the Contractor.

36. **VIDEO TAPE OF PRE-EXISTING CONDITIONS**

At the City's request, the successful Bidder agrees to video tape, to the City's satisfaction, the property site, and its adjacent areas, prior to the beginning of site preparation or construction. A copy of this tape shall be given to the City for its records.

37. **CONFLICT OF INTEREST**

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, Suppliers or Respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with the City:

A Supplier or Respondent that:

- (1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- (2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. Any person who meets the criteria. As for enforcement to ensure the veracity of the Suppliers, the statute makes it a Class C Misdemeanor to violate the Supplier disclosure provisions.

By submitting a response to this Bid/RFP, supplier, contractor or person represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

38. **FUNDING OUT**

The continuation of this annual agreement with the successful bidder is contingent, in part, upon the continued availability of appropriations.

39. **EXCESS OR INCORRECT QUANTITIES**

Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned at the Bidder's expense.

40. **NUMBER OF BIDS TO SUBMIT TO THE CITY**

Submit one original and one copy of your bid to the City. Please note on the front page which one is the original bid.

41. **SPECIFICATION CLARIFICATION**

For clarification to these specifications, call the City's Streets Division at (817) 788-7202 or Risk/Purchasing at (817) 788-7017.

42. **CONSTRUCTION REQUIREMENTS**

- Equipment: Use a continuous flow mixing unit.
  1. Capable of applying at least 15,000 square yards of material per day.
  2. Equipped with full sweep agitation system to assure proper suspension of fine aggregates.
  3. Equipped with an operator control station that adjusts material spread rate in accordance with project calibration process.
  4. Equipped with two separate filters. The primary filter should be at least 200 square inches with a face of 3/8 inch. The secondary filter needs to be at least 1,500 square inches with a filter face of 1/8 inch.
  5. Equipped with retractable spray bar capable of applying mixture without drilling. The bar should be positioned to meet calibration requirements.
- Storage Tanks.
  1. When delivering mix from the central mixing plant to a job site storage tank, use only storage tanks with a capacity to contain the entire transport load.
  2. Ensure that all site storage tanks have internal full sweep mixing mechanisms and mixing capability that can provide at any given point in the tank a homogenous mix.

43. **PREPERATION**

- Calibration: On a test strip at least 300 feet long, determine the correct pump settings, spray bar height, and ground speed for the application equipment. Apply material with pump settings at 80 percent of maximum output (+ or - 5%) and a ground speed of 300 to 400 feet per minute.
  1. Do not begin or continue application without Engineer's knowledge of the calibration process and equipment settings.
  2. Do not deviate from calibration settings without Engineer's knowledge.
- Cleaning: Remove loose material, mud spots, sand, dust, oil, vegetation and other objectionable material. Do not flush water over cracks or apply pressurized water to cracked pavement. Clean the surface prior to installation.

44. **PROTECTION**

- Implement the traffic control plan requirements. Provide safe passage for pedestrians and vehicles. Do not proceed without flaggers.
  1. All barricades, signs and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways. Proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD. Care shall be used to create a safe work area, with minimal impact on the flow of traffic.
  2. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.
  3. A traffic control plan for each phase of the project shall be submitted to the City of Hurst Streets Division no less than 48 hours prior to the beginning of construction.

- 4. Construction cannot begin without a traffic control plan approved by the City.
  - Protect trees, plants, and other ground cover from damage at no additional cost to the City.
  - Install invert covers.
  - Mask off end of streets and intersections to provide straight lines:
    1. Make straight lines along lip of gutters and shoulders. Keep same thickness in these areas. No runoff on these areas will be permitted.
    2. Mask-off Street Fixtures
  - Protect structures, curb, gutter, sidewalks, guardrails, guide posts, etc. from spatter, mar, or overcoat.
  - Protect surface treatment materials from traffic until it has cured.
45. **APPLICATION**
- Application Rate: If two separate application coats are required. The first application must be thoroughly dry and free of any damp areas before the second application begins.
    1. First application: 0.20 gallons per square yard minimum.
    2. Second application: 0.16 gallons per square yard minimum.
  - Spreading. Keep constant delivery rate of material per square yard of surface.
    1. Do not reduce application rate along edges or around manhole covers.
    2. Apply both applications right to the edge of the pavement. Do not back away from curbs, manhole covers, and edges on either application.
    3. Make straight lines at all locations.
    4. Use hand squeegees to spread mix in areas that cannot be reached with distribution spray bar.
    5. Provide complete and uniform coverage.
    6. Avoid unsightly appearance from hand work.
46. **AFTER APPLICATION**
- Leave no streaks caused by plugged nozzle or improper spray bar height.
  - Leave no holes, bare spots, or cracks.
  - Expose and clean manholes, valve boxes, inlets and other service entrances and Street Fixtures.
  - Do not permit traffic on product until surface has cured.
47. **SUBMITTALS**
- Traffic control plan.
  - Notification plan for residents, mail, trash, other delivery services and emergency services.
  - Mix Design: 10 days prior to use.
  - Certification from emulsion manufacturer stating the base emulsion meets the requirements of the High Density Mineral Bond base emulsion in section 55 of this specification.
  - Certification from the manufacturer stating the completed High Density Mineral Bond meets the requirements of section 56 of this specification.
  - Warranty.

48. **QUALITY ASSURANCE**

- Contractor has successfully completed at least five (5) projects of similar size and nature, using the same mix design as described. Acceptable performance after five year period is no less than 70% residual coverage in the treated surface area.
- Forman of the crew has completed at least three (3) projects of similar size and nature.
- Do not change the source of the emulsified asphalt or aggregate without supporting changes in the mix design.
- Reject asphalt emulsion that does not meet requirements of this section.
- Remove product found defective after installation and install acceptable product at no additional cost to the City.

49. **WEATHER**

- Temperature:
  1. Apply surface treatment material when air and roadbed temperatures in the shade are 45° Fahrenheit (°F) and rising.
  2. Do not apply surface treatment material if pavement or air temperature is below 45° Fahrenheit (°F) and falling or if the finished product will freeze before 48 hours.
- Moisture: Do not apply surface treatment material during rain or unsuitable weather.

50. **WARRANT**

- The surface treatment material must carry a warranty from both the Contractor and the manufacturer for a period of five (5) years when applied to pavement in appropriate condition. Acceptable performance after 5 years is defined as, no less than 70% residual inter-aggregate coverage in the treated surface area. The warrant includes coverage for peeling and delamination. Mechanical disturbances by snow plow chatter, studded tires, etc. are excluded from warranty.

51. **HIGH DENSITY MINERAL BOND BASE EMULSIFIED ASPHALT**

- Non-ionic base emulsion used in High Density Mineral Bond, at 77° F., must meet the requirements of Table 1 below.

**Table 1**

Non-Ionic Emulsion - Emulsifier Type: Inorganic*			
Criteria	ASTM/AASHTO METHOD	Specification	Unit
Initial Brookfield Viscosity at 77°F (RV-5, 20 rpm)	D2196	11,000 – 20,000	cPs
pH	E70	5.0 – 7.5	pH
Density	T59	8.5 – 9.0	lbs/gal
Solids Content	T59	50.0 – 54.0	% by weight
Ash Content: of emulsion	T111	4.0 – 6.0	% by weight

\*Inorganic is defined as a non-carbon-based emulsifier

**52. AGGREGATE**

- Slate:

**Table 2**

Slate			
Criteria	ASTM METHOD	Specification	Unit
Specific gravity	C128	>2.6	--
Compression	C170	11,000 min	psi

- Refined Corundum

**Table 3**

Refined Corundum		
Criteria	ASTM Method	Specification
Specific Gravity	C128	> 3.9
Knoop 100 Hardness	C1326	> 2,000
Ball Mill Viability	ANSI B74.8	50 (14 grit)

53. **COMPLETED HIGH DENSITY MINERAL BOND MIX DESIGN**

- Completed high Density Mineral Bond material, prior to being loaded for install must meet the requirements in Table 4 below:

**Table 4**

Criterion	ASTM/AASHTO Method	Specification	Unit
Asphalt Content	D2172 <sup>1</sup>	17.0 – 20.0	%, by weight
Solids Content	D1644	55.0 – 63.0	%, by weight
Initial Brookfield Viscosity at 77°F (RV-4, 20 rpm)	D2196	5,500 – 9,000	cPs
Ash Content of wet mix	C2939	>38.0	%, by weight
Ash Content of Solids	T111 <sup>2</sup>	>63.0	%, by weight
Density	T59	>11.0	lbs/gal
pH	E70	6.0 – 8.0	
Total Inorganic Aggregate Content	T111 <sup>3</sup>	>34.0	%, by weight
Total Sand Content		<6.0	%, by weight
Maximum VOC	D3960	<5.0	g/l
Resistance to Re-emulsification	D2939	No Re-emulsification	--
Wear Resistance	D2486 Modified <sup>4</sup>	<4.0%	% loss, by weight

1. Report Asphalt Content of Mixture prior to being loaded for install as % Solids minus % Ash.  
 2. Ash Content as a percentage of Solids Content.  
 3. Ash Content of completed HDMB minus Ash Content of HDMB Base Non-Ionic Emulsion. Total Inorganic Aggregate Content defined as slate, refined corundum, and sand.  
 4. ASTM D2486 (Modified): Prepare samples at 48 Wet Mills on glass panel. Dry at 77°F for 3 days. Immerse in water for 24 hours at 77°F. Test scrub resistance with 1,000 gram brass brush for 12,000 cycles. Report % of dry film lost.

## BONDS, INSURANCE, and INDEMNITY

### BONDS

#### **Bid Bonds**

All bids shall be accompanied by a bid bond and power of attorney issued by a corporate surety authorized (licensed) to do business in the State of Texas and acceptable to the City in the amount of 5% of the total maximum bid as guarantee that the bidder will enter into a contract and execute performance, payment, and (if required) maintenance bonds within ten (10) days after notice of award of contract. In lieu of a bid bond, the City will accept a cashier's check issued on a national or state bank.

#### **Performance, Payment, and Maintenance Bonds**

The successful bidder must furnish performance, payment, and maintenance bonds with the appropriate "powers of attorney" in the amount of one hundred percent (100%) of the contract total maximum price from a corporate surety authorized (licensed) by the State of Texas and acceptable to the City. The maintenance bond shall be in effect for a period of two (2) years after final acceptance of the work.

**NOTE:** Performance, payment, and maintenance bonds will not be required on contracts that do not exceed the annual sum of \$25,000.

### INSURANCE

The successful Bidder shall meet the minimum insurance requirements as defined in Attachment II.

### INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless to the extent authorized by law against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of the performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

## **SPECIFICATIONS**

**1. ESTIMATED ANNUAL QUANTITIES**

The City estimates that it will treat approximately 50,000 SY of asphalt a year. These estimated quantities are based upon the best available information. The City reserves the right to increase or decrease the quantity by any amount deemed necessary to meet its needs without any adjustments in the quoted price.

**2. MINIMUM QUALITY SPECIFICATIONS**

All products quoted must be in full compliance with acceptable portions of the last edition of Texas Highway Standard Specifications.

**3. DELIVERY LOCATION**

All deliveries are to be made to the following address:

Streets Division  
Various locations within Hurst  
City of Hurst Service Center  
2001 Precinct Line Road  
Hurst, TX 76054

**AUTHORITY TO QUOTE**

I agree to meet the stated minimum requirements as set forth in these specifications and any documents attached for the total price of:

The following quote includes the cost of all labor, materials, incidentals, tools, and safety equipment.

As Primary Supplier

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL
1.	Mobilization, Notification, Traffic Control, Clean, prepare and place High Density Mineral Bond seal in accordance with attached Bid Item Notes and Specifications	\$ 4.10	50,000 SY	\$ 205,000.00
TOTAL (Also, place this total on the cover page)				\$ 205,000.00

WE AGREE TO SERVE AS A SECONDARY SUPPLIER IF NOT SELECTED AS THE  
PRIMARY SUPPLIER..... [ ] YES; [X] NO.

Bidder/Company Name: Andale Construction, Inc.

Authorized Representative: Peter J. Molitor

Signed: 

Title: President

Address: 3170 N Ohio St

City, State & Zip: Wichita, KS 67219

Telephone: ( ) 316-832-0063

Fax #: ( ) 316-440-8810

E-Mail Address: jackie@andaleconstruction.com

Date: 02/26/2024

Estimated Number of Days to  
Begin Work After Receipt of City's Proceed Letter: 30

Warranty (Please Describe): 5 Year Warranty

## ATTACHMENT I

### REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has sold and maintained this or a similar product.

Company Name: City of Pflugerville, TX

Address: P O Box 589, Pflugerville, TX 78691

Contact Person: Evan Groeschel

Telephone #: ( ) 512-990-6416

Project Awarded by Reference: P O 23478

Company Name: City of San Angelo, TX

Address: 72 W College Ave., San Angelo, TX 76903

Contact Person: Nick Cosentino

Telephone #: ( ) 325-657-4547

Project Awarded by Reference: P O 130669

Company Name: City of Hurst, TX

Address: 1505 Precinct Line Rd., Hurst, TX 76054

Contact Person: Jerry Lewandowski

Telephone #: ( ) 817-788-7018

Project Awarded by Reference: Contract 19-007

**ATTACHMENT II**

**INSURANCE**

**SECTION A.** Prior to the approval of this agreement/contract by the City, the successful Bidder/Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriters/insurance carriers to the coverages, limits, and termination provisions shown thereon. **THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.**

**INSURANCE COVERAGE REQUIRED**

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**SECTION C.** Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following types and amounts:

	TYPE	AMOUNT
1.	<b>Workers' Compensation and Employer's Liability</b>	Statutory \$100,000/500,000/100,000

	TYPE	AMOUNT
2.	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and property damage in the amount of \$500,000 per occurrence or its equivalent.

	TYPE	AMOUNT
3.	<b>Comprehensive Automobile insurance,</b> including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage in the amount of \$500,000 per accident or its equivalent.

**ADDITIONAL POLICY ENDORSEMENTS**

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

**REQUIRED PROVISIONS**

The successful Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate, or its attachment, the following required provisions:

- A. Name the City of Hurst and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change; 10 days notice for workers' compensation coverage;
- C. The Contractor agrees to waive subrogation against the City of Hurst, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- D. All copies of the certificates of insurance shall reference the project name or bid number for which the insurance applies;
- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;
- F. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life

of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period;

- G. Provide for notice to the City of Hurst at the two addresses shown below by registered mail.

#### **NOTICES**

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to the City at the following two addresses:

Streets Division  
City of Hurst Public Works Department  
2001 Precinct Line Road  
Hurst, TX 76054

Risk/Purchasing  
City Hall  
1505 Precinct Line Road  
Hurst, TX 76054

**SECTION D.** Approval, disapproval, or failure to act by the City of Hurst regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

**WORKERS' COMPENSATION INSURANCE  
FOR  
BUILDING OR CONSTRUCTION PROJECTS**

**TEXAS WORKERS' COMPENSATION COMMISSION RULE 28, §110.110**

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As required by the Texas Workers' Compensation Commission Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

**Workers' Compensation Insurance Coverage**

**A. Definitions:**

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

Duration of the Project – includes the time from the beginning of the work on the project until the Contractor's/Person's work on the project has been completed and accepted by the City of Hurst.

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

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the City of Hurst prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Hurst showing that coverage has been extended.

- E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Hurst:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the City of Hurst will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the City of Hurst in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
  - (2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A Certificate of coverage prior to the other person beginning work on the project; and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) Retain all required certificates of coverage on file for the duration of the project, and for one year thereafter;
- (6) Notify the City of Hurst in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Hurst that all employees of the Contractor who provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provision is a breach of contract by the Contractor which entitles the City of Hurst to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City of Hurst.

As defined by the Texas Labor Code, Chapter 269, Section 406.096 (e), building or construction is defined as:

- 1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- 2. Remodeling, extending, repairing, or demolishing a structure; or
- 3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Andale Construction Inc.  
3170 N. Ohio Street  
Wichita, KS 67219

### OWNER:

(Name, legal status and address)

City of Hurst  
1505 Precinct Line Road  
Hurst, TX 76054

**BOND AMOUNT:** \$ 5%

### SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company  
P. O. Box 1635  
Milwaukee, WI 53201-1635

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

Five Percent of Amount Bid

### PROJECT:

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

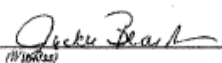
High Density Mineral Bond Seal Service; Bid Reference Number: 24-004

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

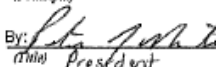
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of February, 2024

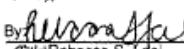
  
\_\_\_\_\_  
(Witness)

Andale Construction Inc.  
(Contractor) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) President

  
\_\_\_\_\_  
(Witness)

Old Republic Surety Company  
(Surety) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Rebecca S. Leal Attorney-in-Fact  
Surety Phone No. 262-797-2640

9-004/AS 8/10



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: CHRISTY M. BRAMLE, DEBRA J. SCARBOROUGH, JEFFREY C. CAREY, MARY T. FLANGAN, PATRICK T. FRIEDL, EVAN D. SIZEMORE, CHARISSA D. LEGUYER, REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, VERONICA LAWVER, LAUREN SCOTT, HILLARY D. SHEPARD

ERIN C. LAVIN KELLIE A. MEYER of Kansas City, MO

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of October, 2022.





STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS  
On this 7th day of October, 2022, personally came before me, Alan Pavlic, and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




CERTIFICATE  
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and further, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5654 
 Signed and sealed at the City of Brookfield, WI this 27th day of February, 2024.

LOCKTON COMPANIES, LLC.

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-(800) 527-9834**

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**PO Box 569480  
Dallas, TX 75356-9480**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-(800) 252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR**

**POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

**1-(800) 527-9834**

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**PO Box 569480  
Dallas, TX 75356-9480**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-(800) 252-3439**

Puede escribir el Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY) 2/20/2024

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 Lockton Companies, 444 W. 47th Street, Suite 900, Kansas City MO 64112-1906, (816) 960-9000, kcsn@lockton.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Zurich American Insurance Company, 16535; INSURER B: The Cincinnati Insurance Company, 10677.

COVERAGES \* CERTIFICATE NUMBER: 20305526 REVISION NUMBER: XXXXXXXX

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.

Table with columns: POLICY TYPE, TYPE OF INSURANCE, ADDITIONAL COVERAGE, POLICY NUMBER, POLICY EFF. DATE, POLICY EXP. DATE, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required). HIGH DENSITY MINERAL BOND SEAL SERVICE, CITY OF HURST AND ITS OFFICERS, EMPLOYEES, AND ELECTED REPRESENTATIVES ARE ADDITIONAL INSUREDS ON GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THIS ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER: 20305526, CITY OF HURST, 2001 PRECINCT LINE ROAD, HURST, TX 76054. CANCELLATION: See Attachments. 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: [Signature]

**ATTACHMENT III**

**STANDARD FORM OF AGREEMENT  
BETWEEN THE CITY OF HURST AND CONTRACTOR**

THIS AGREEMENT is effective as of the date stated on the signatory page by and between the City of Hurst (hereinafter called OWNER) and

Andale Construction, Inc.

of the City of Wichita, County of Sedgwick

State of Kansas (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as follows:

**High Density Mineral Bond Seal Service**

Bid Reference Number: 24-004

**Article 2. CONTRACT TIME**

2.1. This contract will begin on its execution and continue for twelve months. At the City's option this agreement may be renewed for four, additional 12-month periods.

2.2. OWNER and CONTRACTOR recognize that time is of the essence with this agreement and OWNER and CONTRACTOR agree that if the Work is not completed within the time mutually determined by the CONTRACTOR and OWNER, plus written extensions allowed by OWNER, that OWNER shall deduct \$100 a working day from the amount due CONTRACTOR for delay (but not as a penalty) for each day that expires after the time period set at the beginning of the project.

**Article 3. CONTRACT PRICE.**

3.1. OWNER shall pay CONTRACTOR price as quoted in Contractor's bid plus additional work performed when authorized by OWNER.

**Article 4. PAYMENT PROCEDURES.**

4.1 Payment to CONTRACTOR will in one lump sum after satisfactory completion, and acceptance by the City, of the work defined in the contract documents and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

**Article 5. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract, Documents, Work to be performed, site(s), locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

5.2 CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

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

**Article 6. MISCELLANEOUS**

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

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

6.3 TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the changes as have been previously made. Copies of all completed designs, plans, and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.

**6.4 CLEANUP:**

**During Work**

CONTRACTOR shall, at all times, keep the job site free from materials, debris, and rubbish as is practical and shall remove same from any portion of the job site when, in the opinion of the City's

representative, it becomes objectionable, interferes with the project or endangers the safety of the general public.

**Final**

Upon completion of the work, CONTRACTOR shall remove from the site, all materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the City's representative. CONTRACTOR shall thoroughly clean all equipment and material installed by him and shall deliver over such materials and equipment in a clean and new appearing condition. Any area damaged or disturbed by CONTRACTOR outside the City rights of way and easements shall be restored to original condition to the satisfaction of the property owner. A release from the property owner may be required. Restoration of all other areas outside the actual work site shall be to original condition or as outlined in the Contract Documents.

**6.5 SUBCONTRACTING**

1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

4. CONTRACTOR shall have a person, that is on his payroll and with the authority to make decisions, on site at all times. This individual must be able to communicate in English.

5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

6.6 PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.

6.7 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and education activities. CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration of employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for standard commercial supplies, raw materials, and labor.

6.8 INSURANCE: Prior to execution of this Contract, and before CONTRACTOR begins Work, CONTRACTOR must provide OWNER with proof of insurance as defined in the Contract Documents.

6.9 SAFETY: CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas.

City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to OWNER. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

6.10 CLAIMS and DAMAGES: Any bodily injury or property damage to OWNER or third parties caused by CONTRACTOR, his employees, agents, or subcontractors must be resolved to OWNER's satisfaction prior to OWNER's release of CONTRACTOR's final payment.

**Article 7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between CONTRACTOR and OWNER concerning the work consist of the following:

- 7.1 Invitation to Bid
- 7.2 Bid Specifications and CONTRACTOR's Response
- 7.3 Insurance Attachment
- 7.4 Insurance Certificate (completed by CONTRACTOR's insurance agent/broker)
- 7.5 Bid, Performance, Payment, and Maintenance Bonds

Executed on behalf of CONTRACTOR by its owner or authorized representative shown below, and on behalf of OWNER by its authorized representative, this agreement will be effective on

the 4th day of March, 2024.

OWNER:

City of Hurst

1505 Precinct Line Road

Hurst, TX 76054

CONTRACTOR:

Name: Andale Construction, Inc.

Address: 3170 N Ohio St

City: Wichita

State: Kansas

Zip: 67219

By: 

Clay Caruthers  
(Print Name)

City Manager  
(Print Title)

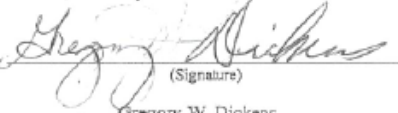
By: 

Peter J. Molitor  
(Print Name)

President  
(Print Title)

Seal (If Corporation)

Recommended By:

  
(Signature)

Gregory W. Dickens  
(Print Name)

Executive Director of Public Works  
(Title)

Approved as to Form and Legality this 26th day of March, 2024.

  
City Attorney

**ATTACHMENT III**

**STANDARD FORM OF AGREEMENT  
BETWEEN THE CITY OF HURST AND CONTRACTOR**

THIS AGREEMENT is effective as of the date stated on the signatory page by and between the City of Hurst (hereinafter called OWNER) and

Andale Construction, Inc.

of the City of Wichita, County of Sedgwick

State of Kansas (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as follows:

**High Density Mineral Bond Seal Service**

Bid Reference Number: 24-004

**Article 2. CONTRACT TIME**

2.1. This contract will begin on its execution and continue for twelve months. At the City's option this agreement may be renewed for four, additional 12-month periods.

2.2. OWNER and CONTRACTOR recognize that time is of the essence with this agreement and OWNER and CONTRACTOR agree that if the Work is not completed within the time mutually determined by the CONTRACTOR and OWNER, plus written extensions allowed by OWNER, that OWNER shall deduct \$100 a working day from the amount due CONTRACTOR for delay (but not as a penalty) for each day that expires after the time period set at the beginning of the project.

**Article 3. CONTRACT PRICE.**

3.1. OWNER shall pay CONTRACTOR price as quoted in Contractor's bid plus additional work performed when authorized by OWNER.

**Article 4. PAYMENT PROCEDURES.**

4.1 Payment to CONTRACTOR will in one lump sum after satisfactory completion, and acceptance by the City, of the work defined in the contract documents and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

**Article 5. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract, Documents, Work to be performed, site(s), locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

5.2 CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

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

**Article 6. MISCELLANEOUS**

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

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

6.3 TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the changes as have been previously made. Copies of all completed designs, plans, and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.

6.4 CLEANUP:

**During Work**

CONTRACTOR shall, at all times, keep the job site free from materials, debris, and rubbish as is practical and shall remove same from any portion of the job site when, in the opinion of the City's

representative, it becomes objectionable, interferes with the project or endangers the safety of the general public.

**Final**

Upon completion of the work, CONTRACTOR shall remove from the site, all materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the City's representative. CONTRACTOR shall thoroughly clean all equipment and material installed by him and shall deliver over such materials and equipment in a clean and new appearing condition. Any area damaged or disturbed by CONTRACTOR outside the City rights of way and easements shall be restored to original condition to the satisfaction of the property owner. A release from the property owner may be required. Restoration of all other areas outside the actual work site shall be to original condition or as outlined in the Contract Documents.

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3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

4. CONTRACTOR shall have a person, that is on his payroll and with the authority to make decisions, on site at all times. This individual must be able to communicate in English.

5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

6.6 PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.

6.7 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and education activities. CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration of employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for standard commercial supplies, raw materials, and labor.

6.8 INSURANCE: Prior to execution of this Contract, and before CONTRACTOR begins Work, CONTRACTOR must provide OWNER with proof of insurance as defined in the Contract Documents.

6.9 SAFETY: CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas.

City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to OWNER. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

6.10 CLAIMS and DAMAGES: Any bodily injury or property damage to OWNER or third parties caused by CONTRACTOR, his employees, agents, or subcontractors must be resolved to OWNER's satisfaction prior to OWNER's release of CONTRACTOR's final payment.

**Article 7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between CONTRACTOR and OWNER concerning the work consist of the following:

- 7.1 Invitation to Bid
- 7.2 Bid Specifications and CONTRACTOR's Response
- 7.3 Insurance Attachment
- 7.4 Insurance Certificate (completed by CONTRACTOR's insurance agent/broker)
- 7.5 Bid, Performance, Payment, and Maintenance Bonds

Executed on behalf of CONTRACTOR by its owner or authorized representative shown below, and on behalf of OWNER by its authorized representative, this agreement will be effective on

the 4th day of March, 2024.


OWNER:

City of Hurst  
1505 Precinct Line Road  
Hurst, TX 76054

CONTRACTOR:

Name: Andale Construction, Inc.  
Address: 3170 N Ohio St  
City: Wichita  
State: Kansas  
Zip: 67219

By:   
Clay Caruthers  
(Print Name)

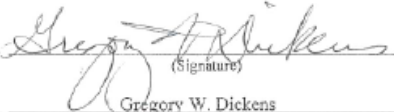
By:   
Peter J. Molitor  
(Print Name)

City Manager  
(Print Title)

President  
(Print Title)

Seal (If Corporation)

Recommended By:

  
(Signature)  
Gregory W. Dickens  
(Print Name)  
Executive Director of Public Works  
(Title)

Approved as to Form and Legality this 26th day of March, 2024.

  
City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2024 DATE (MM/DD/YYYY)  
2/20/2024

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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>EMAIL ADDRESS:</b>
<b>INSURED</b> 1401588 ANDALE READY MIX CENTRAL, INC. ANDALE CONSTRUCTION, INC. 3170 N. OHIO WICHITA KS 67219	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Zurich American Insurance Company MAIC # 16535 INSURER B: The Cincinnati Insurance Company MAIC # 10677 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES \* CERTIFICATE NUMBER: 20305526 REVISION NUMBER: XXXXXXX

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. BARR. INSD. WYS	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y Y	GLO0183143-07	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	Y Y	BAP0183144-07	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED. RETENTION \$	Y Y	EXS0665313	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PROD/COMP OPS \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC0183142-07	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: BID NUMBER: 24-004 - HIGH DENSITY MINERAL BOND SEAL SERVICE, CITY OF HURST AND ITS OFFICERS, EMPLOYEES, AND ELECTED REPRESENTATIVES ARE ADDITIONAL INSUREDS ON GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY, IF REQUIRED BY WRITTEN CONTRACT, WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUREES APPLIES ON GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

<b>CERTIFICATE HOLDER</b> 20305526 CITY OF HURST 2001 PRECINCT LINE ROAD HURST, TX 76054	<b>CANCELLATION</b> See Attachments  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 <i>James M. Amelle</i>
--	--

**EXHIBIT "C"**

First Amendment to the Standard Form of Agreement Between City of Hurst and Contractor

**FIRST AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN  
CITY OF HURST AND CONTRACTOR**

This FIRST AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN CITY OF HURST AND CONTRACTOR (this "Amendment") is entered into as of this \_\_\_\_ day of May, 2022, and made between the City of Hurst ("OWNER"), a municipal corporation located in Tarrant County, Texas, and Andale Construction, Inc. ("CONTRACTOR").

WHEREAS, OWNER and CONTRACTOR entered into an Agreement identified as STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF HURST AND CONTRACTOR, which was effective May 15, 2019 and which was for work related to Hurst Bid Reference Number 19-007 for High Density Mineral Bond Seal (the "Agreement"); and

WHEREAS, it is the collective desire of both OWNER and CONTRACTOR to amend the Agreement to add a provision that authorizes the addition of a CO-CONTRACTOR; and

NOW THEREFORE, KNOWN ALL BY THESE PRESENT, for good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, OWNER and CONTRACTOR, acting herein by and through their duly authorized representatives, enter into this Amendment, which amends the Agreement as follows:

**1.**

The Agreement is hereby amended by amending *Standard Form of Agreement between the City of Hurst and Contractor* "Article 6. MISCELLANEOUS" by adding subsection 6.1.1, which shall read as follows:

**"6.1.1 CO-CONTRACTOR:**

**Assignment of CO-CONTRACTOR**

Through a written agreement of all parties, CONTRACTOR may assign its rights, interests, and obligations under the Contract Documents to a CO-CONTRACTOR while CONTRACTOR also retains its rights, interests, and obligations contained in the Contract Documents. CONTRACTOR may only assign a CO-CONTRACTOR that is authorized by the product manufacturer to perform the work specified in the Contract Documents.

**CO-CONTRACTOR Contract Documents**

Prior to the approval of an assignment agreement under this section, the CO-CONTRACTOR shall furnish the applicable contract documents identified in Article 7. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH DOCUMENTS HAVE BEEN DELIVERED TO THE CITY.

**CO-CONTRACTOR terms**

In the event a CO-CONTRACTOR is duly assigned pursuant to this section, the term CONTRACTOR in the Contract Documents shall mean both CONTRACTOR and CO-CONTRACTOR. The OWNER, CONTRACTOR, and CO-CONTRACTOR will make best efforts to develop procedures for the delegation of individual projects.


2.

All other terms, provisions, conditions, covenants and recitals of the Agreement not expressly amended herein shall remain in full force and effect.

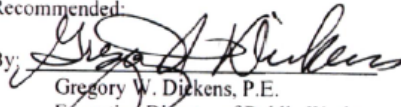
**[Signature Page Follows]**

EXECUTED IN MULTIPLE ORIGINALS on this the 23rd day of June, 2022.

CITY OF HURST  
1505 Precinct Line Rd  
Hurst, Texas 76054

By:   
Signature  
Clay Caruthers, City Manager  
Print Name and Title


  
Attest

Recommended:  
By:   
Gregory W. Dickens, P.E.  
Executive Director of Public Works

Approved as to Form and Legality this 6th day  
of July, 2022.

  
City Attorney

CONTRACTOR  
ANDALE CONSTRUCTION, INC

By:   
Signature  
Peter J. Molitor - President  
Print Name and Title

  
Attest

3170 N. Ohio St  
Street Address

Wichita, KS 67219  
City, State & Zip

316-832-0063  
Phone Number

Seal (if Corporation)

## EXHIBIT "D"

### Assignment and Assumption of Contract

#### ASSIGNMENT AND ASSUMPTION OF CONTRACT

This Assignment and Assumption of Contract (the "Agreement") is entered into by and between THE CITY OF HURST ("Owner"), ANDALE CONSTRUCTION, INC. ("Contractor"), and HOLBROOK ASPHAL COMPANT, ("Co-Contractor").

#### WITNESSETH

WHEREAS, Contractor presently is the party identified as the Contractor and/or Bidder for Owner's High Density Mineral Bond Seal program identifies in Bid #24-004 ("Project") by virtue of the bid documents submitted to Owner by Contractor, together with all addenda identified therein (hereafter the "Contract").

WHEREAS, Contractor desires to assign and convey to Co-Contractor all of its rights, titles, obligations, and interest in and to the Contract, while CONTRACTOR also retains its rights, titles, obligations, and interests contained in the Contract Documents.

NOW, THEREFORE, in accordance with the Contract and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties as follows:

1. Pursuant to Paragraph 6.1.1 of the *Standard Form of Agreement between the City of Hurst and Contractor* in the Contract, Contractor hereby assigns to Co-Contractor all of Contractor's rights, titles, obligations, and interest in and to the Contract. In making such assignment, CONTRACTOR also retains its rights, titles, obligations, and interests contained in the Contract Documents.
2. Co-Contractor hereby (a) accepts such assignment; and (b) assumes and agrees to perform as a direct obligation to Owner, all of the obligations of Bidder and Contractor under the Contract for those projects delegated to Co-Contractor.
3. Co-Contractor represents and warrants that is authorized by the product manufacturer to perform the work specified in the Contract Documents.
4. Owner, Contractor, and Co-Contractor agree to make the best efforts to develop procedures for the delegation of individual projects under the Contract.
5. Contractor is not released and discharged from any current obligations and liabilities under the Contract arising before the date hereof.
6. Prior to the approval of this Agreement, CO-CONTRACTOR shall furnish the applicable contract documents identified in Article 7 of the Contract. OWNER SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH DOCUMENTS HAVE BEEN DELIVERED TO THE CITY

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
8. This Agreement may be executed in any number of counterparts, each of which may be deemed an original but all of which together shall constitute one and the same instrument.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
10. Notwithstanding anything contained herein or in the Contract or any other agreement(s) between the Parties, CO-CONTRACTOR is not responsible or liable in any manner or form for any work performed by CONTRACTOR, either prior to or after the date of this Agreement.

[Signature Page Follows]

EXECUTED by Contractor this 28 day of April, 2024.

CONTRACTOR:

Andale Construction, Inc.

By *Peter J. Molitor*  
Printed Name Peter J. Molitor  
Title President

EXECUTED by Contractor this 22<sup>nd</sup> day of April, 2024.

CO-CONTRACTOR:

Holbrook

By *Mark Beatty*  
Printed Name MARK BEATTY  
Title SE VP

EXECUTED by Contractor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OWNER:

CITY OF HURST

By *Clay Caruthers*  
Printed Name Clay Caruthers  
Title City Manager

CITY ATTORNEY  
APPROVED TO FORM

By *MAR*  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

**EXHIBIT "E"**

City of Hurst Contract Renewal for Contract No. 24-004



January 9, 2026

Andale Construction Inc.  
3170 N Ohio St  
Wichita, KS 67219

Re: Contract #24-004 High Density Mineral Bond Seal

To whom it may concern,

The City of Hurst Purchasing Department extends this invitation to renew the above mentioned contract for an additional one (1) year period. Please mark the appropriate response below and complete the vendor authorization. All prices must remain firm for the renewal period March 26, 2025 through March 25, 2027.

- Yes, we will accept the offer to extend the same contract pricing for the new renewal period
- Yes, we will accept the offer to extend the contract through the new renewal period, but with the attached price changes. City staff will review submitted price changes and will decide whether or not to accept these changes or allow the contract to expire.
- No, we will NOT accept the offer to extend the contract.

Please email response to [purchasing@hursttx.gov](mailto:purchasing@hursttx.gov).

Vendor Authorization:	Department Authorization:	Purchasing Authorization:
<u>Jackie Bearden</u> Printed Name	<u>Steve Carter</u> Printed Name	<u>Jerry Lewandowski</u> Printed Name
<u>Project Account Manager</u> Title	<u>Director of Streets</u> Title	<u>Director of Purchasing</u> Title
<u>Jackie Bearden</u> Signature & Date 01/09/26	<u>Steve Carter</u> 1-9-26 Signature & Date	<u>Jerry Lewandowski</u> 1/9/26 Signature & Date

**EXHIBIT "F"**  
**Performance and Payment Bonds**

**Commented [A6]:** Bonds to be attached.

**PERFORMANCE BOND**

STATE OF TEXAS  
COUNTY OF MEDINA

KNOW ALL MEN BY THESE PRESENTS: That Holbrook Asphalt, LLC. (Contractor) of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of Texas, as Principal, and \_\_\_\_\_ authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto City of Hondo (Owner), in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for construction of: \_\_\_\_\_ (the "Contract"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, within the time provided therein and any extensions thereof that may be granted by the Owner, and during the life of any guarantees or warranties contained in or required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

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

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

MAILING ADDRESS FOR NOTICE OF CLAIMS:

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

TELEPHONE: \_\_\_\_\_

LOCAL RECORDING AGENT

PERSONAL IDENTIFICATION NUMBER: \_\_\_\_\_

The name and address of the Resident Agent of Surety is:  
\_\_\_\_\_

**STATUTORY PAYMENT BOND**

STATE OF TEXAS  
COUNTY OF MEDINA

KNOW ALL MEN BY THESE PRESENTS: That Holbrook Asphalt, LLC. Contractor) of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of Texas, as Principal, and \_\_\_\_\_ authorized \_\_\_\_\_ under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto City of Hondo (Owner), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for construction of: \_\_\_\_\_ (the "Contract"), which Contract is hereby referred to and make a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a Sub-Contractor in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MAILING ADDRESS FOR NOTICE OF CLAIM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

LOCAL RECORDING AGENT  
PERSONAL IDENTIFICATION NUMBER: \_\_\_\_\_

The name and address of the Resident Agent of Surety is:  
\_\_\_\_\_

**EXHIBIT “G”**

**Contractor’s Insurance Certificate**

**Commented [A7]:** Insurance Certificates to be attached to the agreement.



THIS IS GOD'S COUNTRY

## City Council Communication

**Title:**

CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SELECTION OF THE FOLLOWING FIRMS TO PROVIDE AIRPORT ON-CALL ENGINEERING AND PROFESSIONAL SERVICES UNDER RFQ NO. 26-001A, AND TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE SELECTED FIRMS:

1. KSA ENGINEERS
2. ATKINSRÉALIS
3. WESTWOOD
4. TERRACON
5. RABA KISTNER
6. ENGAGE GROUP

*(RYAN ELDER, DIRECTOR OF AVIATION)*

**Date:** June 8, 2026

**From:** Ryan Elder, Director of Aviation

**INFORMATION:**

The Airport issued an RFQ for on-call engineer/professional services on March 19, 2026, with a closing date of April 16, 2026. The Airport received 8 Statements of Qualifications (SOQ's). The Selection Committee independently reviewed and scored each firm based on a scoring matrix as published in the RFQ. The Selection Committee recommends to City Council the firms outlined in the Notification of Consultant Ranking (Attached) be considered for selection.

**FINANCIAL IMPACT:**

TBD-Based on potential projects, but no initial costs associated with the selection.

**STAFF RECOMMENDATION:**

Staff recommends selecting the following firms as shown attached in the Notification of Consultant Ranking

**MOTION:**

***If pulled from consent:***

Motion to approve the selection of the following firms as the Airport On-Call Engineer/Professional Services from RFQ# 26-001A.

1. KSA Engineers
2. Atkins Realis
3. Westwood
4. Terracon
5. Raba Kistner
6. Engage Group

**ATTACHMENTS:**

1. Notice\_of\_Ranking-Signed

**STAFF CONTACTS:**

Ryan Elder

[relder@hondo-tx.org](mailto:relder@hondo-tx.org)



**CITY OF HONDO  
SELECTION COMMITTEE  
NOTIFICATION OF CONSULTANT RANKING  
RFQ #26-001A**

The consultant selection committee for RFQ #26-001A established the ranking of the firms as follows (with the highest ranking being number 1):

1. KSA ENGINEERS
2. ATKINS REALIS
3. WESTWOOD
4. TERRACON
5. RABA KISTNER
6. ENGAGE GROUP
7. \_\_\_\_\_
8. \_\_\_\_\_

The firms responding to the request for qualifications have been ranked according to the City of Hondo ("City") approved selection criteria. The above-listed firms have been selected.

We recommend that the City initiate contract negotiations with the above firm(s).

Signature [Handwritten Signature]

Printed Name RYAN ELDER

Signature [Handwritten Signature]

Printed Name John McAnelly

Signature [Handwritten Signature]

Printed Name John Nason

Signature [Handwritten Signature]

Printed Name Robert Kistner

Signature [Handwritten Signature]

Printed Name JAMIE H. Kindred



THIS IS GOD'S COUNTRY

## City Council Communication

**Title:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH CONSTANZO FARMS FOR THE LEASE OF 175 ACRE-FEET (AF) OF BIG WATER RIGHTS IN THE AMOUNT OF \$17,850, AND TO EXECUTE A LEASE AGREEMENT WITH WILL LAMON FOR THE LEASE OF 187.021 ACRE-FEET (AF) OF BIG WATER RIGHTS IN THE AMOUNT OF \$9,351.05. (RYAN ELDER, DIRECTOR OF AVIATION)

**Date:** June 8, 2026

**From:** Ryan Elder, Director of Aviation

### **INFORMATION:**

The Airport issued RFB # 26-004A for the lease of 362.021AF of BIG (Base Irrigation Groundwater) Rights on April 23, 2026 with a closing date of May 14, 2026. We received two (2) responses to the advertisement. One from Constanzo Farms for 175AF @ \$102/AF & one from Lamon Farms for all 362.021AF @ \$50/AF as shown attached. Lamon Farms also currently lease approx 1,000 acres of Airport property for farming. Staff recommends accepting the bid from Constanzo Farms at the full request of 175AF, and lease the remaining 187.021 to Lamon Farms. Constanzo Farms is enrolled in the EAA VISPO Program which provides them with a stipend from the EAA which is why the bid amount is higher. Lamon is not enrolled in VISPO and as mentioned, currently leases approx 1,000 acres of Airport property for an annual lease price of approx \$65,000.

### **FINANCIAL IMPACT:**

Constanzo Farms - 175AF @ \$102/AF = \$17,850

Lamon Farms - 187.021 @ \$50/AF = \$9,351.05

Total - \$27,201.05

### **STAFF RECOMMENDATION:**

Staff Recommends accepting Constanzo Farms bid of 175AF @ \$102/AF for a total lease price of \$17,850 and accepting an amended Lamon Farms bid of 187.021AF @ \$50/AF for a total of \$9,351.05

### **MOTION:**

*If pulled from consent agenda:*

Motion to approve the City Manager to execute a lease agreement with Constanzo Farms for 175AF of BIG rights at a total of \$17,850 and approve the City Manager to execute a lease with Will Lamon for 187.021AF of BIG rights at a total of \$9,351.05

### **ATTACHMENTS:**

1. RFB-26-004A-LamonBid
2. RFB-26-004A-ConstanzoBid

### **STAFF CONTACTS:**

Ryan Elder

[relder@hondo-tx.org](mailto:relder@hondo-tx.org)

**Request for Bid for Airport Water Rights Lease**  
**RFB No. 26-004A**

Request for Bid for Airport Water Rights Lease

RFB No. 26-004A

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INTRODUCTION

William Lamon

590 Private Road 322

D'Hanis, Texas 78850

(830) 931-1136

Dear Bid Proposal Review Committee:

Thank you for the opportunity to submit a bid proposal to lease the water rights for 362.021 acre-feet per annum of base irrigation Edwards Aquifer Water Rights under Permit No. P100-860.

I am currently the Lessee, for the 'farming rights'; farming the land that is part of the South Texas Regional Airport and have had access to the irrigation system and water usage for that site in the past years of that lease. The water will be used for irrigation purposes on this farmland.

I am a seventh generation farmer. I graduated from the University of Miami in 2014 to prepare me to return to Medina County to continue my family's legacy in agricultural business. I have purchased a home and settled in D'Hanis with my wife, Kristin, and three young sons, William, Jr., Luke and Jack and began my own farming operation in Medina County which I have successfully operated for the past seven (7) years. My farming operation supports local suppliers of farm equipment, diesel, seed, fertilizer, water, and trucking.

After careful consideration and my calculation of the costs of my farming inputs, and the estimated price I will receive for my crops over the next four years, I respectfully submit my bid proposal for 'water rights' for your consideration.

Sincerely,



William Lamon

ANNUAL LEASE BID

I am proposing an annual lease payment of \$18,100.50 for the Base Irrigation Edwards Aquifer Water Rights under Permit No. P100-860 issued by the Edwards Aquifer Authority. A sealed Bid Bond in the amount of 10% of the initial annual lease payment is included in this sealed bid proposal.

Lease Term

The requested term of the lease is 1 year beginning in Year 2026.

<u>Year</u>	<u>Acre-foot Water Rights Desired</u>	<u>Offered Lease Payment</u>
2026	362.021	\$18,100.50

WILLIAM LAMON 11/16  
590 PRIVATE ROAD 322  
D'HANIS, TX 78850

2020  
88-2343/1149

DATE 5/14/20

PAY TO THE  
ORDER OF

City of Hondo

\$ 1,810.05

one thousand eight hundred ten & <sup>05</sup>/<sub>100</sub> DOLLARS

Security features  
included.  
Details on back.

 Castroville  
State Bank

502 PRIMO STREET (2ND) 501-2201  
CASTROVILLE, TEXAS 78009-0514

MEMO Bid bond for RFB 20-004A



⑈002020⑈ ⑆114923439⑆

⑈218 324⑈

**REQUEST FOR BID PROPOSAL**

**FOR**

**AIRPORT WATER RIGHTS**

**LEASE**

**RFB No. 26-004A**

**CITY OF HONDO**

**ATTENTION: JULIE SCHNEIDER**

**CITY SECRETARY**

**CITY HALL**

**1600 AVENUE M**

**HONDO, TX 78861**

**ORIGINAL**

**Bid Packet Contains:**

**ORIGINAL—1 Original Bid & Check for 10%**

**COPIES-----3 Copies of Bid**

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## **COVERPAGE**

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- 5. ADDENDUM ACKNOWLEDGEMENT FORM(S)**

**ENCLOSURE: CHECK 10% BID BOND**

# **INTRODUCTION**

**04/30/2026**

## **BIDDER INFORMATION**

**CONSTANZO FARMS, Inc.  
PO BOX 446  
ATASCOSA, TX 78002**

## **POINT OF CONTACT:**

**MICHAEL ADAMEK  
210-365-6537**

## **STATEMENT:**

**CONSTANZO FARMS, Inc. is bidding on 175 acre feet of Edwards Aquifer Base Irrigation Rights for 2026.**

# ANNUAL LEASE BID

04/30/2026

Constanzo Farms, Inc. is bidding on 175 acre feet of Edwards Aquifer Base Irrigation Rights for 2026.

BID

175 ACRE FEET OF EAA BASE WATER RIGHTS FOR 2026 @ \$102.00 PER ACRE FOOT.

GRAND TOTAL: \$17,850.00

10% BID BOND: \$1,785.00

# **LEASE TERM**

**04/30/2026**

**Constanzo Farms, Inc. is bidding on 175 acre feet of Edwards Aquifer Base Irrigation Rights for 2026.**

**LEASE TERM: 01/01/2026 – 12/31/2026**

# **ADDENDUM** **ACKNOWLEDGMENT FORM(S)**

**04/30/2026**

**If the City of Hondo issues an addendum for this RFB, Constanzo Farms, Inc. will comply and complete the “Addendum Acknowledgment Form”.**





THIS IS GOD'S COUNTRY

## City Council Communication

**Title:** DISCUSSION, CONSIDERATION AND POSSIBLE ACTION CONCERNING AWARD OF THE ENGINEERING SERVICES CONTRACT FOR THE PREPARATION OF THE CITY'S 2025-2026 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) APPLICATION AND SUBSEQUENT ENGINEERING CONTRACT IF FUNDED. (*JOHN NARON, CITY MANAGER*)

**Date:** June 8, 2026

**From:**

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

None

**STAFF CONTACTS:**