

**EXHIBIT A**  
**BROADBAND EXPANSION AGREEMENT**

This Agreement for Broadband Expansion (this "Agreement") is made and entered into by and between the City of Sanger Texas, a home-rule Texas Municipal Corporation ("the City") and \_\_\_\_\_, a Texas Limited Liability Corporation ("Contractor"), a Texas Limited Liability Corporation located at \_\_\_\_\_ (collectively, "the Parties").

WITNESSETH:

WHEREAS, the City seeks to expand the availability of access to broadband internet for the benefit of the citizens of the City of Sanger; and

WHEREAS, the City has received a proposal from \_\_\_\_\_ LLC to expand the availability of broadband internet; and

WHEREAS, the City has selected the bid from \_\_\_\_\_ LLC as the best proposal for the expansion of broadband internet;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. Scope of Services. Contractor shall be bound by the terms and conditions described in the Request for Proposal issued by the City attached hereto and incorporated herein by reference as Exhibit A and Contractor's response ("the Proposal" i.e. \_\_\_\_\_) attached hereto and incorporated herein by reference as Exhibit B. (Exhibit A & B collectively referred to as "the Broadband Expansion").

2. Commencement of the Renovations. Contractor shall begin immediately upon receipt of a fully executed copy of this Agreement and the receipt of a Notice to Proceed from the City of Sanger.

3. Compensation. In consideration for the Renovations performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and incorporated herein as Exhibit "B", provided that the total amount for the renovations under this Agreement shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The City shall pay properly invoiced amounts for the Renovation

performed, except where the City has raised an objection to the invoice.

4. **WARRANTY AND DEGREE OF CARE.** CONTRACTOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CONTRACTOR OR WORK PERFORMED BY CONTRACTOR WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES, CONTRACTOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.

5. Confidentiality and Ownership of Documents. Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of the Renovations and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.

6. Insurance. Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Renovations being provided under this Agreement as determined by the City. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

**INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR

**WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

7. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

8. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

9. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements. Contract shall also require its subcontractor to provide the same certification to the City.

10. No Third Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction Denton County, Texas.

12. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

13. Notices/Insurance/Bonds. All notices, bonds, consents, demands, insurance, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Sanger  
Attention: City Manager  
P.O. Box 1729  
Sanger, TX 76266

With courtesy email copy to [jnoblitt@sangertexas.org](mailto:jnoblitt@sangertexas.org)

In case of Contractor, to:

\_\_\_\_\_ LLC  
521 S. Loop 288 - Suite 125  
Denton, TX 76201

With courtesy copy email to: \_\_\_\_\_

**Insurance**. The successful Respondent shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

A. Workers' Compensation and Employers' Liability:

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer's Liability: \$100,000 Each Accident  
\$500,000 Disease-Policy Limit  
\$100,000 Disease-Each Employee

iii. Waiver of Subrogation

B. Commercial General Liability:

- i. Bodily Injury & Property Damage  
General Aggregate Limit: \$1,000,000
- ii. Personal & Advertising Injury Limit \$500,000
- iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits:

- |                                      |                     |
|--------------------------------------|---------------------|
| i. Bodily Injury & Property Damage   |                     |
| Combined Single Limit:               | \$1,000,000         |
| ii. Medical Payments:                | \$ 5,000 Per Person |
| iii. Uninsured/Underinsured Motorist | \$100,000           |

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the City Secretary. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger Tx 76266

**Performance and Payment Bond.** Texas Local Government Code Chapter 252, as amended, provides that for any contract for the construction of public works, Contractor **must** execute a bond that is: (a) in the full amount of the contract price, and (b) conditioned that the contractor will faithfully perform the contract; and (c) executed, in accordance with Texas Government Code Ch. 2253, as amended, by a surety company authorized to do business in the state. Texas Government Code Ch. 2253, as amended, provides that a payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. A performance bond is required if the contract is in excess of \$100,000 and is to be made for the full amount of the contract. The bonds are to be executed and delivered to the City **prior to being recommended for award of the Contract**. The bonds must be executed by a corporate surety or sureties authorized to do business in the state of Texas.

**Entire Agreement.** This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. In the event of a dispute under this agreement, the applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Agreement; (2) the Request for Proposal; (3) the Response to the Request for Proposal from the Contractor.

14. **Amendment.** No amendment to this Agreement shall be effective unless in writing

signed by both parties.

15. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the renovations to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_ (“the Effective Date”).

CONTRACTOR:

\_\_\_\_\_ LLC

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

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

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

THE CITY OF SANGER

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

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

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

Approved as to Form

\_\_\_\_\_  
Hugh Coleman  
City Attorney  
City of Sanger

Attest:

\_\_\_\_\_  
By: City Secretary

**EXHIBIT LIST:**

**EXHIBIT “A” – City of Sanger Request for Proposal 2023- 002**

**EXHIBIT “B” – \_\_\_\_\_ LLC Response to Request for Proposal  
2023- 002**