



SERVICE AGREEMENT NO. _____

MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is between the City of Sanger, a Texas home rule municipal corporation, 502 Elm Street, Sanger, Denton County, Texas 76266 (City) acting through its duly authorized City Manager or designee and _____, an _____ Corporation, _____, Texas (Consultant).

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ARTICLE I – PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many tasks as City and Consultant agree will be performed under the terms and conditions of this Agreement. Each task Consultant performs for City hereunder shall be designated a Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both City and Consultant. The general scope for these Task Orders is outlined in **Exhibit A. More specific scopes of work will be issued for pricing when a task order is needed.** Task Orders shall become a supplemental agreement to this Agreement.
- 1.2 The Consultant shall provide its Scope of Services, to be included in each Task Order. The Scope of Services shall include all associated services required for Consultant to provide such Services, pursuant to this Agreement, and any and all Services which would normally be required by law or common due diligence in accordance with the standard of care defined in Article XII of this Agreement. Consultant will perform the Services in accordance with the approved Scope of Services and with Consultant's response to the Request for Qualifications related to this project, which response is incorporated by reference into this Agreement as if set out here in its entirety.
- 1.3 Under this Agreement, Consultant will provide services on a Task Order basis for a range of services related to assisting the City with professional engineering, architecture and construction services related to execution of Capital Improvements Programs. All work will be subject to authorization from City. A detailed Scope of Services and fee estimate will be developed for each task prior to execution of work.
- 1.4 Consultant shall follow City Codes and Standards effective at the time of the execution of individual Task Orders. At review milestones, the Consultant and City will review the progress of the plans to ensure that City Codes and Standards are followed unless specifically and explicitly excluded from doing so in the approved Task Order. A request made by either party to deviate from City standards after the contract is executed must be in writing.
- 1.5 Consultant must perform tasks and submit deliverables as detailed in each approved Task Order.
- 1.6 Consultant must provide all labor, equipment and transportation necessary to complete all services agreed to in a timely manner throughout the term of the Agreement. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subconsultants of Consultant. Consultant must provide City with a list of all subconsultants that includes the services performed by the subconsultant and the percentage of work performed by the subconsultant. Changes in Consultant's team that provides services under this Agreement must be agreed to by the City in writing.
- 1.7 Consultant must not begin work on any Task Order authorized under this Agreement until they are briefed on the scope of the Project and are issued the fully executed Task Order to proceed.
- 1.8 For design services, Consultant agrees to render the professional services necessary for the advancement of the Project through Final Completion of the Construction Contract. Consultant acknowledges and accepts its responsibilities, as defined and described in the City's General Conditions for Construction Contracts, which is attached as **Exhibit E** to this Agreement.
- 1.9 For projects that require subsurface utility investigation:
 - 1.9.1 The Consultant agrees to prepare and submit to the City a signed and sealed report identifying all utilities within the project area at the Quality Level specified in the Task Order. It is assumed that all utilities will be identified using Quality Level A exploratory excavation unless stated otherwise.

1.9.2 Utilities that should be identified include, but are not limited to, City-owned utilities, local franchises, electric companies, communication companies, private pipeline companies and 3rd party owners/operators.

1.10 For project with potential utility conflicts:

1.10.1 The Consultant agrees to coordinate the verification and resolution of all potential utility conflicts.

1.10.2 The Consultant agrees to prepare and submit a monthly Utility Coordination Matrix to the City.

1.11 The Consultant agrees to conduct all communication through and perform all project-related functions utilizing the City's project management system known as e-Builder. This includes all correspondence, submittals, payment requests and processing, contract amendments and construction phase activities.

ARTICLE II – COMPENSATION

2.1 The Consultant's fee for each Task Order will be on a lump sum or time and materials (T&M) basis with a negotiated not-to-exceed amount. The fees will not exceed those identified and will be full and total compensation for all services outlined in each Task Order, and for all expenses incurred in performing these services.

2.3 Consultant shall price Task Orders in accordance with **Exhibit B, Rate Schedule**, subject to approval by the City.

2.4 Monthly invoices will be submitted in accordance with the Payment Request as shown in **Exhibit C**. Each invoice will include the Consultant's estimate of the proportion of the contracted services completed at the time of billing. For work performed on a T&M Basis, the invoice shall include documentation that shows who worked on the Project, the number of hours that each individual worked, the applicable rates from the Rate Schedule and any reimbursable expenses associated with the work. City will make prompt monthly payments in response to Consultant's monthly invoices in compliance with the Texas Prompt Payment Act.

2.4.1 Principals may only bill at the hourly rate of Principals when acting in that capacity. Principals acting in the capacity of staff must bill at staff rates. The Consultant shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation.

2.5 In the event of any dispute(s) between the Parties regarding the amount properly compensable for any Task Order or as final compensation or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.

2.6 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final Payment Request.

2.7 Any fee payable under this Agreement is subject to the availability of funds. The Consultant may be directed to suspend work pending receipt and appropriation of funds. The right to suspend work under this provision does not relieve the City of its obligation to make payments in accordance with section 2.4 above for services provided up to the date of suspension.

ARTICLE III – QUALITY CONTROL PLAN

- 3.1 The Consultant agrees to perform quality assurance-quality control/constructability reviews (QCP Review). The City reserves the right to retain a separate consultant to perform additional QCP services for the City.
- 3.2 The Consultant will perform QCP Reviews at intervals during the project to ensure deliverables satisfy applicable industry quality standards and meet the requirements of the project scope. Based on the findings of the QCP Review, the Consultant must reconcile the project scope and Opinion of Probable Cost (OPC) as needed.
- 3.3 Documents that do not meet City standards in effect at the time of the execution of a related Task Order may be rejected. If documents are found not to be in compliance with this Agreement, Consultant will not be compensated for having to resubmit documents.

ARTICLE IV – OPINIONS OF COST

- 4.1 The Opinion of Probable Cost (OPC) is computed by the Consultant and includes the total cost for construction of the Project.
- 4.2 The OPC does not include the cost of the land, rights-of-way or other costs which are the responsibility of the City.
- 4.3 Since Consultant has no control over a construction contractor's cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable Project Cost or Construction Cost provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a design professional familiar with the construction industry, but Consultant cannot and does not guarantee proposals, bids or the construction cost shall not vary from the OPC prepared by Consultant.

ARTICLE V – INSURANCE REQUIREMENTS

- 5.1 Consultant must not commence work under this Agreement until all required insurance has been obtained, and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- 5.2 Insurance Requirements are shown in **EXHIBIT D**.

ARTICLE VI - INDEMNIFICATION

Consultant shall fully indemnify and hold harmless the City of Sanger and its officials, officers, agents, and employees, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnatee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by

Consultant or its agent, consultant under contract, or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

Consultant shall defend Indemnatee, with counsel reasonably satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, included in the indemnification above if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

ARTICLE VII – TERM; RENEWALS; TIMES FOR RENDERING SERVICE

- 7.1 This Agreement shall be effective upon the signature of the City Manager or designee (Effective Date).
- 7.2 This Agreement shall be applicable to Task Orders issued hereunder from the Effective Date of the Agreement until Task Orders are complete.
- 7.3 The term of this Agreement shall be for a period of 1 years beginning on the Effective Date, unless extended by authority of the City Manager or designee. The Agreement may be renewed for up to renewal options upon mutual agreement of the parties to be evidenced in writing prior to the expiration of the prior term. Any renewals shall be at the same terms and conditions, plus any approved changes.
- 7.4 The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Consultant will perform services and provide deliverables within a reasonable time.

ARTICLE VIII - TERMINATION OF AGREEMENT

8.1 By Consultant:

8.1.1 The City reserves the right to suspend this Agreement at the end of any phase for the convenience of the City by issuing a written and signed Notice of Suspension. The Consultant may terminate this Agreement for convenience in the event such suspension extends for a period beyond 120 calendar days by delivering a Notice of Termination to the City.

8.1.2 The Consultant must follow the Termination Procedure outlined in this Agreement.

8.2 By City:

8.2.1 The City may terminate this agreement for convenience upon seven days written notice to the Consultant at the address of record.

8.2.2 The City may terminate this agreement for cause upon ten days written notice to the Consultant. If Consultant begins, within three days of receipt of such notice, to correct its failure and proceeds to diligently cure such failure within the ten days, the agreement will not terminate. If the Consultant again fails to perform under this agreement, the City may terminate the agreement for cause upon seven days written notice to the Consultant with no additional cure period. If the City terminates for cause, the City may reject any and all proposals submitted by Consultant for up to two years.

8.3 Termination Procedure

8.3.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant takes action to cure a failure to perform under the cure period, Consultant shall immediately begin the phase-out and discontinuance of all services in connection with the performance of this Agreement. Within 30 calendar days after receipt of the Notice of Termination, unless Consultant has successfully cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

8.3.2 Consultant shall submit all completed and/or partially completed work under this Agreement, including but not limited to specifications, designs, plans and exhibits. Consultant shall mark partially completed work as "Draft" and does not guarantee the accuracy or reliability of partially completed work submitted in accordance with this Article.

8.3.3 Upon receipt of documents described in the Termination Procedure and absent any reason why City may be compelled to withhold fees, Consultant will be compensated for its services based upon a Time & Materials calculation or Consultant and City's estimate of the proportion of the total services actually completed at the time of termination. There will be no compensation for anticipated profits on services not completed.

8.3.4 Consultant acknowledges that City is a public entity and has a duty to document the expenditure of public funds. The failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement.

ARTICLE IX – RIGHT OF REVIEW AND AUDIT

9.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.

9.2 "Consultant's records" include any and all information, materials and data of every kind and character generated as a result of the Work under this Agreement. Examples include billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in questions and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

- 9.3 City agrees that it shall exercise the right to audit, examine or inspect Consultant's records only during City's regular business hours. Upon reasonable prior notice, Consultant agrees to allow City's designee access to all of Consultant's records, Consultant's facilities and Consultant's current or former employees, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.
- 9.4 Consultant shall include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE X – OWNER REMEDIES

- 10.1 The City and Consultant agree that in the event the City suffers actual damages, the City may elect to pursue its actual damages and any other remedy allowed by law. This includes but is not limited to:
- 10.1.1 Failure of the Consultant to make adequate progress and endanger timely and successful completion of the Project, which includes failure of subconsultants to meet contractual obligations;
- 10.1.2 Failure of the Consultant to design in compliance with the laws of the City, State and/or federal governments, such that subsequent compliance costs exceed expenditures that would have been involved had services been properly executed by the Consultant.
- 10.1.3 Losses are incurred because of defects, errors and omissions in the design, working drawings, specifications or other documents prepared by the Consultant to the extent that the financial losses are greater than the City would have originally paid had there not been defects, errors and omissions in the documents.
- 10.2 When the City incurs non-value added work costs for change orders due to design errors or omissions, the City will send the Consultant a letter that includes:
- (1) Summary of facts with supporting documentation;
 - (2) Instructions for Consultant to revise design documents, if appropriate, at Consultant's expense;
 - (3) Calculation of non-value added work costs incurred by the City; and
 - (4) Deadline for Consultant's response.
- 10.3 The Consultant may be required to revise bid documents and re-advertise the Project at the Consultant's sole cost if, in the City's judgment, the Consultant generates excessive addenda, either in terms of the nature of the revision or the actual number of changes due to the Consultant's errors or omissions.

ARTICLE XI – CONSULTANT REMEDIES

- 11.1 If Consultant is delayed due to uncontrollable circumstances, such as strikes, riots, acts of God, national emergency, epidemics, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Consultant's and City's reasonable control, an extension of the Project schedule in an amount equal to the time lost due to such delay shall be Consultant's sole and exclusive remedy. The revised schedule should be approved in writing with a documented reason for granting the extension.
- 11.2 If Consultant requests a remedy for a condition not specified above, Consultant must file a Claim as provided in this Agreement.

ARTICLE XII – CLAIMS AND DISPUTE RESOLUTION

12.1 Filing of Claims

12.1.1 Claims arising from the circumstances identified in this Agreement or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within 21 calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim.

12.1.2 Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by a person authorized to bind the Consultant by his/her signature, verifying the truth and accuracy of the Claim.

12.1.3 The responsibility to substantiate a claim rests with the party making the Claim.

12.1.4 Within 30 calendar days of receipt of notice and supporting documentation, City will meet to discuss the request, after which an offer of settlement or a notification of no settlement offer will be sent to Consultant. If Consultant is not satisfied with the proposal presented, Consultant will have 30 calendar days in which to (i) submit additional supporting data requested by the City, (ii) modify the initial request for remedy or (iii) request Alternative Dispute Resolution.

12.1.5 Pending final resolution of a claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement and City shall continue to make payments in accordance with this Agreement.

12.2 Alternative Dispute Resolution

12.2.1 All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2.2 Before invoking mediation, the Parties agree that they shall first try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to the use of mediation. If the parties' senior management representatives cannot resolve the dispute within 30 calendar days after a Party delivers a written notice of such dispute, then the Parties shall proceed with the mediation process contained herein.

12.2.3 Mediation

12.2.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the Party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

12.2.3.2 Request for mediation shall be in writing, and shall request that the mediation commence no less than 30 or more than 90 calendar days following the date of the request, except upon agreement of both parties.

12.2.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 calendar days of the request for mediation, all conditions precedent in this Article shall be deemed to have occurred.

12.2.3.4 The parties shall share the mediator's fee. Venue for any mediation or lawsuit arising under this Agreement shall be Hays County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

- 12.3 In case of litigation between the parties, Consultant and City agree that neither party shall be responsible for payment of attorney's fees pursuant to any law or other provision for payment of attorneys' fees. Both Parties expressly waive any claim to attorney's fees should litigation result from any dispute in this Agreement.
- 12.4 In case of litigation between the parties, Consultant and City agree that they have knowingly waived and do hereby waive the right to trial by jury and have instead agreed, in the event of any litigation arising out of or connected to this Agreement, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.
- 12.5 No Waiver of Governmental Immunity. **This Agreement is to perform a governmental function solely for the public benefit. Nothing in this Agreement shall be construed to waive City's governmental immunity from lawsuit, which immunity is expressly retained to the extent it is not clearly and unambiguously waived by state law.**

ARTICLE XIII – MISCELLANEOUS PROVISIONS

- 13.1 Assignability. Neither party will assign, transfer or delegate any of its obligations or duties under this Agreement to any other person and/or party without the prior written consent of the other party, except for routine duties delegated to personnel of the Consultant staff. This includes subcontracts entered into for services under this Agreement. If the Consultant is a partnership or joint venture, then in the event of the termination of the partnership or joint venture, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the Consultant fee may be assigned in advance of receipt by the Consultant without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

- 13.2 Ownership of Documents. Consultant agrees that upon payment, City shall exclusively own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement, including contract documents (plans and specifications), drawings, and submittal data. Consultant may make a copy for its files. Any reuse, without specific written verification or adaptation by Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. The City agrees that any modification of the plans will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.
- 13.3 Standard of Care. Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
- 13.4 Licensing. Consultant shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including scope meetings, review meetings, pre-bid meetings, and preconstruction meetings.

- 13.5 Independent Contractor. The relationship between the City and Consultant under this Agreement shall be that of independent contractor. City may explain to Consultant the City's goals and objectives in regard to the services to be performed by Consultant, but the City shall not direct Consultant on how or in what manner these goals and objectives are to be met.
- 13.6 Entire Agreement. This Agreement, including Task Orders, represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant.
- 13.7 No Third Party Beneficiaries. Nothing in this Agreement can be construed to create rights in any entity other than the City and Consultant. Neither the City nor Consultant intends to create third party beneficiaries by entering into this Agreement.
- 13.8 Certificate of Interested Parties. Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.
- 13.9 Conflict of Interest. Consultant agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ.
- 13.11 Provisions Required by Law. Each applicable provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were physically included herein. The following provisions are specifically included:
- 13.11.1 For purposes of compliance with Chapter 2271.002 of the Texas Government Code, and subject to applicable Federal law, Consultant verifies that it does not boycott Israel and will not boycott Israel while this Agreement is in effect. The term "boycott Israel" as used in this paragraph shall have the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- 13.11.2 For purposes of compliance with Section 2274.002, Texas Government Code, and subject to applicable Federal law, Consultant verifies that it does not boycott energy companies and will not boycott energy companies while this Agreement is in effect. The phrase "Boycott Energy Companies" as used in this paragraph shall have the meaning assigned to the phrase "Boycott Energy Company" in Section 809.001 of the Texas Government Code, as amended.
- 13.11.3 For purposes of compliance with Section 2274.002, Texas Government Code, and subject to applicable Federal law, Consultant 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 against a firearm entity or firearm trade association while this Agreement is in effect. The phrase "Discriminate Against a Firearm Entity or Firearm Trade Association" as used in this paragraph shall have the meaning assigned to the phrase "Discriminate Against a Firearm Entity or Firearm Trade Association" in Section 2274.001(3) of the Texas Government Code, as amended.
- 13.12 Public Information. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

- 13.13 Controlling Law. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas.
- 13.14 Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.
- 13.15 Conflict Resolution Between Documents. Consultant hereby agrees and acknowledges if anything contained in any documents prepared by Consultant and included herein is in conflict with Articles I - XII of this Agreement (Articles) and/or an approved Task Order, the Articles and/or the Task Order shall take precedence and control to resolve said conflict.
- 13.16 Title VI Assurance. The Consultant shall prohibit discrimination in employment based upon race, color, religion, national origin, gender, disability, or age.
- 13.17 Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

CITY OF SANGER

John Noblitt (Date)
City Manager

CORE Construction



Dave Wilson 8/4/25
National Director of Job Order
Contracting
6320 Research Rd
Frisco, Texas, 75033
972-668-9430 Office
davewilson@coreconstruction.com

ATTEST

Kelly Edwards, City Secretary

EXHIBIT A
SCOPE OF SERVICES

See attached Exhibit A.1 – Professional Services Basis of Estimate for Scope of Work and Price.



6320 Research Rd.
Frisco, TX 75033
T 972.668.9340

Professional Services Proposal

Date: June 3rd, 2025
Owner: City of Sanger
Project: 25-04-027 – City of Sanger – Community Center Remodel
Procurement: Equalis APDM COG-2132A

CORE Construction Services of Texas, Inc. is pleased to provide you with this proposal package. Enclosed you will find the explanation of professional services.

Total Professional Services Proposal Not to Exceed – \$80,000.00

We look forward to a successful and enjoyable project together. Thank you for this opportunity, please do not hesitate to contact me directly with any questions or comments.

Respectfully submitted,

Nathan Bloomer

Nathan Bloomer
CORE Construction Services of Texas, Inc.

Scope of Professional Services

Below, we have included a basic outline of the services provided during the preconstruction phase:

1. Project Design.
2. Conduct (3) site-walk to determine the project scope and size.
3. Provide Construction Documents.
4. Provide RSMeans line-item estimate.

The purpose of these services is to work collaboratively with the owner and provide the best value solution on the project. This work will result in a Professional Services Proposal from CORE that provides an estimated budget and includes the scope as determined by the owner. Review of reports, drawings, specifications will be to the best of our ability and the intent of the documents.





Estimator: Nathan Bloomer

Sanger - Community Center

Division Summary (MF04)

01 - General Requirements	\$80,000.00
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$0.00
Labor:	\$0.00
Equipment:	\$0.00
Other:	\$80,000.00
Laborhours:	0.00
Green Line Items:0	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$80,000.00

Priced/Non-Priced

Total Priced Items:	1	\$80,000.00	
Total Non-Priced Items:	0	\$0.00	0.00%
	1	\$80,000.00	

Grand Total **\$80,000.00**

Estimator: Nathan Bloomer				Sanger - Community Center		
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Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1 01-11-31-10-0125	Architectural fees, for alteration work, to \$500,000, maximum Desing & Construction Documents. Includes (3) onsite trips to the project.	Project	333,333.3300	24.0000%	\$80,000.00	RSM25MCOM O&P P
01 - General Requirements Total						\$80,000.00
Estimate Grand Total						80,000.00

EXHIBIT B
RATE SCHEDULE

Rates not to exceed \$80,000.00 as shown on the proposal above.

EXHIBIT C
PAYMENT REQUEST

Example for Exhibit C

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner:		Project:		Application No. : 2	Distribution to :
					<input checked="" type="checkbox"/> Owner
				Period To: 8/31/2024	<input checked="" type="checkbox"/> Architect
					<input checked="" type="checkbox"/> Contractor
From Contractor:	CORE Construction Services of TX, Inc. 6320 Research Road Frisco, TX 75033	Via Architect:		Project Nos:	<input type="checkbox"/> Construction Manager
					<input type="checkbox"/>
Contract For:				Contract Date:	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$1,799,928.35
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$1,799,928.35
4. Total Completed and Stored To Date	\$1,742,454.35
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$1,742,454.35
7. Less Previous Certificates For Payments	\$915,225.68
8. Current Payment Due	\$827,228.67
9. Balance To Finish, Including Retainage	\$57,474.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: CORE Construction Services of TX, Inc.

By: _____ Date: _____

State of: Texas
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

County of: Collin
day of

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner's Rep certifies to the Owner that to the best of his knowledge, this payment application accurately reflects the progression of work and that the quality of the work is in accordance with the Contract Documents, and the contractor is entitled to payment in the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$827,228.67

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

OWNER/AGENT: 

Owner's Rep: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2
Application Date : 08/29/24
To: 08/31/24
Architect's Project No.:

Contract :

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
01 - Access Control Phase II									
01	AIK 135	44,131.41	33,098.56	11,032.85	0.00	44,131.41	100.00%	0.00	0.00
02	ACME 101	48,423.64	14,527.09	33,896.55	0.00	48,423.64	100.00%	0.00	0.00
03	ACE 144	42,233.26	31,674.95	10,558.31	0.00	42,233.26	100.00%	0.00	0.00
04	BSE 133	46,205.80	13,861.74	32,344.06	0.00	46,205.80	100.00%	0.00	0.00
05	BOW 122	61,111.82	45,833.87	15,277.95	0.00	61,111.82	100.00%	0.00	0.00
06	CCE 102	49,409.60	24,704.80	24,704.80	0.00	49,409.60	100.00%	0.00	0.00
07	CBE 145	49,244.87	14,773.46	34,471.41	0.00	49,244.87	100.00%	0.00	0.00
08	CMLC 006	51,280.74	25,640.37	25,640.37	0.00	51,280.74	100.00%	0.00	0.00
09	DART 127	47,203.19	35,402.39	11,800.80	0.00	47,203.19	100.00%	0.00	0.00
10	DOVE 103	44,818.13	22,409.07	22,409.06	0.00	44,818.13	100.00%	0.00	0.00
11	FLA 143	49,120.92	24,560.46	24,560.46	0.00	49,120.92	100.00%	0.00	0.00
12	FRE 120	71,319.60	53,489.70	17,829.90	0.00	71,319.60	100.00%	0.00	0.00
13	GWHE 104	46,303.54	23,151.77	23,151.77	0.00	46,303.54	100.00%	0.00	0.00
14	JHE 129	47,618.18	35,713.64	11,904.54	0.00	47,618.18	100.00%	0.00	0.00
15	LHE 107	46,219.15	34,664.36	11,554.79	0.00	46,219.15	100.00%	0.00	0.00
16	MTE 115	42,345.27	31,758.95	10,586.32	0.00	42,345.27	100.00%	0.00	0.00
17	MPE 134	56,163.25	28,081.63	28,081.62	0.00	56,163.25	100.00%	0.00	0.00
18	MHE 132	51,827.61	38,870.71	12,956.90	0.00	51,827.61	100.00%	0.00	0.00
19	MST 142	42,513.03	12,753.91	29,759.12	0.00	42,513.03	100.00%	0.00	0.00
20	NLE 121	61,541.78	46,156.34	15,385.44	0.00	61,541.78	100.00%	0.00	0.00
21	NWHE 110	44,269.86	22,134.93	22,134.93	0.00	44,269.86	100.00%	0.00	0.00
22	OHE 106	44,297.31	33,222.98	11,074.33	0.00	44,297.31	100.00%	0.00	0.00
23	PCE 123	49,069.29	24,534.65	24,534.64	0.00	49,069.29	100.00%	0.00	0.00
24	PWE 125	43,854.22	21,927.11	21,927.11	0.00	43,854.22	100.00%	0.00	0.00
25	RHE 111	48,622.22	14,586.67	34,035.55	0.00	48,622.22	100.00%	0.00	0.00
26	RTE 112	48,595.85	14,578.76	34,017.09	0.00	48,595.85	100.00%	0.00	0.00
27	RLE 130	50,184.25	15,055.28	35,128.97	0.00	50,184.25	100.00%	0.00	0.00
28	RACD 137	48,048.61	14,414.58	33,634.03	0.00	48,048.61	100.00%	0.00	0.00
29	SKY 126	48,231.23	24,115.62	24,115.61	0.00	48,231.23	100.00%	0.00	0.00
30	SCE 118	46,504.80	13,951.44	32,553.36	0.00	46,504.80	100.00%	0.00	0.00
31	SVE 113	42,383.74	12,715.12	29,668.62	0.00	42,383.74	100.00%	0.00	0.00
32	SRE 124	45,859.27	34,394.45	11,464.82	0.00	45,859.27	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 08/29/24

To: 08/31/24

Architect's Project No.:

Contract : [REDACTED]

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
33	WAL 116	46,077.25	13,823.18	32,254.07	0.00	46,077.25	100.00%	0.00	0.00
34	WRE 117	49,534.67	14,860.40	34,674.27	0.00	49,534.67	100.00%	0.00	0.00
35	YALE 131	45,360.99	34,020.74	11,340.25	0.00	45,360.99	100.00%	0.00	0.00
	01 - Access Control Phase II Subtotal	1,699,928.35	899,463.68	800,464.67	0.00	1,699,928.35	100.00%	0.00	0.00
90 - Owner Contingency									
36	Owner's Contingency ROC 999	57,474.00	0.00	0.00	0.00	0.00	0.00%	57,474.00	0.00
41	CUA #1 - FRE Millwork	15,762.00	15,762.00	0.00	0.00	15,762.00	100.00%	0.00	0.00
42	CUA #2 - HDR	23,766.00	0.00	23,766.00	0.00	23,766.00	100.00%	0.00	0.00
43	CUA #3 - HDR BOW3	2,998.00	0.00	2,998.00	0.00	2,998.00	100.00%	0.00	0.00
	90 - Owner Contingency Subtotal	100,000.00	15,762.00	26,764.00	0.00	42,526.00	42.53%	57,474.00	0.00
Grand Totals		1,799,928.35	915,225.68	827,228.67	0.00	1,742,454.35	96.81%	57,474.00	0.00

EXHIBIT D

INSURANCE REQUIREMENTS

1.1 Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

1.2 Consultant must furnish to the City Attorney a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's City Attorney. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory Requirements \$500,000/\$500,000/\$500,000
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Occurrence If claims made policy, retro date must be prior to inception of agreement, have 3-year reporting period provisions and identify any limitations regarding who is insured.

1.3 In the event of accidents of any kind related to this agreement, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.

1.4 Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, with the exception of professional liability, which may be on a per claims made basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII. **Consultant is required to provide City with renewal Certificates.**

1.5 Consultant is required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Sanger
Attn: City Attorney
P.O. Box 1729
Sanger, TX 76266

1.6 **Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

1.6.1 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City with the exception of the professional liability/Errors & Omissions policy and Workers' Compensation policy;

1.6.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City of Sanger where the City is an additional insured shown on the policy;

1.6.3 Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

1.8 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

1.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant

may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.

1.10 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Sanger for liability arising out of operations under this agreement.

1.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Glenn Allen Insurance and Surety Brokers, LLC 5205 McClellan Dr Frisco, TX 75036 USA	1-469-430-1450	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Starr Indemnity and Liability Company INSURER C: Arch Indemnity Insurance Company INSURER D: Arch Specialty Insurance Company INSURER E: INSURER F:	NAIC # 11150 38318 30830 21199
INSURED CORE Construction Services of Texas, Inc. 6320 Research Rd Frisco, TX 75033 USA			

COVERAGES

CERTIFICATE NUMBER: 752181739

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	41PKG8896116	03/01/25	03/01/26	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	41PKG8896116	03/01/25	03/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000584947251	03/01/25	03/01/26	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	44WCI8946716	03/01/25	03/01/26	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof/Poll Liability			CPP006018008	03/01/25	03/01/26	\$10M Per Claim/Agg \$250,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project #25-04-027 CoSanger - Community Center Remodel APDM COG 2132A, 101 Freese Dr, Sanger, TX 76266.
City of Sanger (Owner) and its officers, officials, employees and elected representatives are named as additional insureds with respect to general liability and auto liability. Coverage is primary & non-contributory with respect to general liability and auto liability. Waiver of subrogation applies to general liability, auto liability, and workers compensation.

CERTIFICATE HOLDER**CANCELLATION**

#25-04-027 CoSanger - Community Center Remodel City of Sanger Attn: City Attorney P O Box 1729 Sanger, TX 76266 USA	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>David Buchanan</i>
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ACORD 25 (2016/03)

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jgurney1
752181739

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/08/2025

NAME OF INSURED: CORE Construction Services of Texas, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT EXCEPT THOSE INCLUDED UNDER A SEPARATE ADDITIONAL INSURED ENDORSEMENT ISSUED TO A SPECIFIC ENTITY.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT EXCEPT THOSE INCLUDED UNDER A SEPARATE ADDITIONAL INSURED ENDORSEMENT ISSUED TO A SPECIFIC ENTITY.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

EXHIBIT E
GENERAL CONDITIONS

N/A.