City of Denton

Meeting Agenda

Public Utilities Board

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Monday, June 8, 2026 | **9:00 AM** | **Council Work Session Room**

REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD

Citizens will be able to participate in the following way:

- eComment – The agenda was posted online at https://tx-denton.civicplus.com/242/Public-Meetings-Agendas. Once the agenda is posted, a link to make virtual comments using the eComment module will be made available next to the meeting listing on the Upcoming Events Calendar. Using eComment, Individuals may indicate support or opposition and submit a brief comment about a specific agenda item. eComments may be submitted up until the start of the meeting at which time the ability to make an eComment will be closed. eComments will be sent directly to members of the Public Utilities Board immediately upon submission and recorded by the Secretary into the Minutes of the Meeting.

After determining that a quorum is present, the Public Utilities Board of the City of Denton, Texas will convene in a Regular Meeting on Monday, June 8, 2026 at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

REGULAR MEETING

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

This section of the agenda permits a person to make comments regarding public business on items as listed on the agenda. Each speaker will be allowed a maximum of four (4) minutes. Such person(s) shall have registered under the REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD detailed at the beginning of this agenda. Registration is required prior to the time this agenda item is read into the record.

2. CONSENT AGENDA

Each of the items on the Consent Agenda is recommended by the Staff and approval thereof will be strictly on the basis of the Staff recommendations. Approval of the Consent Agenda authorizes the City Manager or designee to implement each item in accordance with the Staff recommendations. The Public Utilities Board has received background information and has had an opportunity to raise questions regarding these items prior to consideration.

Listed below are bids, purchase orders, contracts, and other items to be approved for payment or other action under the Consent Agenda (Agenda Items A –F). This listing is provided on the Consent Agenda to allow Public Utilities Board Members to discuss or withdraw an item prior to approval of the Consent Agenda. If no items are pulled, the Consent Agenda Items will be approved with one motion. If items are pulled for separate discussion, they may be considered as the first items following approval of the Consent Agenda.

A. PUB26-085 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a

contract extension between the City of Denton and FX5 Utility Construction LLC through November 18, 2027, for Underground Electric Installation for Denton Municipal Electric; and declaring an effective date (RFP 7633 - extending a contract with FX5 Utility Construction LLC, to November 18, 2027).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Original Ordinance, Contract, and Extension
Exhibit 3 - Ordinance and Amendment 1

B. PUB26-095 Consider recommending adoption of an ordinance of the City of Denton, a Texas Home-Rule Municipal Corporation, authorizing the City Manager, or their Designee, to execute an Amended and Restated Water and Wastewater Utilities Oversize Cost Participation Agreement with Meritage Homes of Texas, LLC, for the design and construction of a 30" wastewater main, 1.9 MGD lift station, wastewater force main, gravity wastewater main, and 12" potable water main; providing for the expenditure of funds therefore; and providing an effective date (Meritage Homes of Texas, LLC, in the amount not-to-exceed amount of $8,988,869.36).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Utilities Oversize Cost Participation Agreement
Exhibit 3 - Ordinance

C. PUB26-086 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute Change Order No. 5 to the contract between the City of Denton and Sundt Construction, Inc., for the construction of the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8094-1 - Change Order No. 5 in the not-to-exceed amount of $1,048,785.81, for a total contract award aggregated to $43,755,993.44).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Original Ordinance, Contract, Ordinance, and Change Orders 1-4
Exhibit 3 - Ordinance and Change Order 5

D. PUB26-087 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8989 for the maintenance, repair, and rental of heavy-duty John Deere construction equipment for the Fleet Services Department; and providing an effective date (RFP 8989).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

E. PUB26-088 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Open Systems International, Inc., for continued maintenance and support of the Supervisory Collection and Data Acquisition (SCADA) system for Denton Municipal Electric, which is the sole provider of this software, in

accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over $50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 9041 - awarded to Open Systems International, Inc., in the three (3) year not-to-exceed amount of $791,693.00).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance and Contract

F. PUB26-089 Consider recommendation of an ordinance of the City of Denton, Texas, a home-rule municipal corporation, authorizing the City Manager, or their designee, to execute a facilities agreement with 636 Denton Dev Company, LLC, wherein the Developer will plan, design, and construct a temporary wastewater treatment plant, city water line, and other water and wastewater facilities necessary to serve the Sundance Development generally located west of the intersection of Farm-to-Market Road 2164 and Milam Road East; requiring the City's withdrawal of its protest of Texas Pollutant Discharge Elimination System Permit No. WQ0016632001; providing for the City's ownership and operation of water and wastewater facilities, including the wastewater treatment plant; requiring transfer of Texas Pollutant Discharge Elimination System Permit No. WQ0016632001, when issued, from the Developer to the City; providing a capacity reservation to the Developer; and providing an effective date.

Attachments: Exhibit 1- Agenda Information Sheet

Exhibit 2- Ordinance

3. ITEMS FOR INDIVIDUAL CONSIDERATION

A. PUB26-092 Consider approval of the May 18, 2026 minutes.

Attachments: 5.18.26 PUB Minutes

B. PUB26-065 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Carollo Engineers, Inc., for engineering services for Clear Creek Water Reclamation Plant for the Water Utilities Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8213-019 - Professional Services Agreement for engineering services awarded to Carollo Engineers, Inc., in the not-to-exceed amount of $45,528,839.00).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Presentation

Exhibit 3 - Ordinance and Contract

C. PUB26-078 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Rush Truck Centers of Texas, L.P., through the Buy Board Cooperative Purchasing Network Contract No. 723-23, for the acquisition, repairs,

and maintenance of Peterbilt Trucks for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 9009 - awarded to Rush Truck Centers of Texas, L.P., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $14,679,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Cooperative Pricing
Exhibit 3 - Presentation
Exhibit 4 - Ordinance and Contract

D. PUB26-094 Management Reports

1. North Masch Branch Sewer
2. Future Agenda Items
3. New Business Action Items

Attachments: 1. North Masch Branch Sewer
2. Future Agenda Items
3. New Business Action Items

4. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the Public Utilities Board or the public with specific factual information or recitation of policy, or accept a proposal to place the matter on the agenda for an upcoming meeting AND Under Section 551.0415 of the Texas Open Meetings Act, provide reports about items of community interest regarding which no action will be taken, to include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; or an announcement involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

CERTIFICATE

I certify that the above notice of meeting was posted on the official website (https://tx-denton.civicplus.com/242/Public-Meetings-Agendas) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on June 2, 2026, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

_____
OFFICE OF THE CITY SECRETARY

NOTE: THE CITY OF DENTON'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE ACCOMMODATION, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY SECRETARY'S OFFICE AT 940-349-8309 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATION CAN BE ARRANGED.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 8, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract extension between the City of Denton and FX5 Utility Construction LLC through November 18, 2027, for Underground Electric Installation for Denton Municipal Electric; and declaring an effective date (RFP 7633 – extending a contract with FX5 Utility Construction LLC, to November 18, 2027).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

This contract encompasses all labor, equipment, tools, supervision, and associated administrative and insurance costs required by the contractor to complete the installation of electric service facilities under the direction of Denton Municipal Electric (DME) staff. DME supplies all permanent electric materials to be installed by the contractor. Work performed under this agreement includes underground construction in residential subdivisions, commercial and industrial developments, exit feeders for new substations, and overhead-to-underground conversion projects. This agreement does not guarantee any minimum amount of construction and will be used on an as-needed basis at DME's discretion.

The proposed contract extension would allow DME to continue utilizing FX5 Utility Construction LLC to complete several underground projects—such as Hunter Ranch/Landmark, the I-35W conversions, and the four UNT Express Feeder projects—before issuing a new solicitation. Due to economic impacts during COVID-19 and the delay of several major projects, more than $5,000,000 remains available on this contract.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 18, 2021, City Council approved a contract with FX5 Utility Construction LLC, in the not-to-exceed amount of $15,000,000 (Ordinance 21-889).

On January 28, 2025, Purchasing approved a six (6) month contract extension with FX5 Utility Construction LLC, extending the contract to November 16, 2026.

RECOMMENDATION

Award a contract extension with FX5 Utility Construction LLC, for Underground Electric Installation for Denton Municipal Electric, in a not-to-exceed amount of $15,000,000, until November 18, 2027.

PRINCIPAL PLACE OF BUSINESS

FX5 Utility Construction LLC
Decatur, TX

ESTIMATED SCHEDULE OF PROJECT

This contract expires on November 18, 2027.

FISCAL INFORMATION

These services will be funded from the numerous Electric Capital Project Funds and requisitions will be entered on an as-needed basis. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance, Contract, and Extension
Exhibit 3: Ordinance and Amendment 1

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Rowdy Patterson, 940-349-7669.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 21-889

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE A CONTRACT WITH FX5 UTILITY CONSTRUCTION, LLC, FOR UNDERGROUND ELECTRIC INSTALLATION FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7633 – AWARDED TO FX5 UTILITY CONSTRUCTION, LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $15,000,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for Underground Electric Installation for Denton Municipal Electric; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

RFP NUMBER	CONTRACTOR	AMOUNT
7633	FX5 Utility Construction, LLC	$15,000,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish

to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Jesse Davis and seconded by Vicki Byrd. The ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Jesse Davis, District 3:	✓			
Alison Maguire, District 4:	✓			
Deb Armintor, At Large Place 5:	✓			
Paul Meltzer, At Large Place 6:	✓			

PASSED AND APPROVED this the 18th day of May, 2021.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: _____

Digitally signed by Marcella Lunn
DN: dc=com, dc=cityofdenton, dc=codad, ou=Department Users and Groups, ou=General Government, ou=Legal, cn=Marcella Lunn, email=Marcella.Lunn@cityofdenton.com
Date: 2021.05.03 16:22:58 -05'00'

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Docusign City Council Transmittal Coversheet

RFP	7633
File Name	Underground Electric Installation
Purchasing Contact	Christa Christian
City Council Target Date	MAY 18, 2021
Piggy Back Option	Not Applicable
Contract Expiration	MAY 18, 2026
Ordinance	21-889

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND FX5 UTILITY CONSTRUCTION, LLC
(RFP 7633)

THIS CONTRACT is made and entered into this date 05/18/2021, by and between **FX5 UTILITY CONSTRUCTION, LLC** a Texas corporation, whose address is PO Box 1297, Decatur, Texas 76234, hereinafter referred to as "Contractor," and the CITY OF DENTON, TEXAS, a Texas Municipal Corporation and Home-Rule City, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and the subsequent execution of this Contract by the Denton City Manager, or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide construction services in accordance with the City's **RFP 7633 - Underground Electric Installation**, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes as "Exhibit B". The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton Request for Proposal # **7633 Underground Electric Installation (Exhibit "B" on file at Office of Purchasing Agent)**
(c) General Provisions-Standard Terms and Conditions **(Exhibit "C");**
(d) Payment and Performance Bond Requirements **(Exhibit "D");**
(e) Insurance Requirements **(Exhibit "E");**
(f) Certificate of Interested Parties Electronic Filing **(Exhibit "F");**
(g) Contractor's Proposal **(Exhibit "G");**
(h) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "H")**

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written Contract, and then to the Contract documents in the sequential order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel
Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or 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. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

CONTRACTOR FX5 Utility Construction, LLC.

DocuSigned by:
BY: Billy Ryan
AUTHORIZED SIGNATURE

Date: 4/30/2021

Printed Name: Billy Ryan

Title: President

940-390-0326
PHONE NUMBER

b.ryan@fx5utility.com
EMAIL ADDRESS

2021-725184
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

DocuSigned by:
Antonio Puente
SIGNATURE

Antonio Puente
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

DocuSigned by:
By: Sara Hensley
SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:
By: Rosa Rios

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

DocuSigned by:
By: Marcella Lunn

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EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Total Contract Amount

The Contract total for services shall not exceed $15,000,000. Pricing shall be per Exhibit G attached.

Contract Term

The contract terms shall be for a one (1) year period. The City and Contractor have the option to renew this contract for an additional four (4) one-year periods. Materials and services undertaken pursuant to this solicitation will be required to commence within fourteen (14) days of delivery of a Notice to Proceed.

At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months..

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EXHIBIT C

CITY OF DENTON STANDARD PURCHASE TERMS AND CONDITIONS FOR FACILITY CONSTRUCTION SERVICES

ARTICLE 1 GENERAL PROVISIONS

GENERAL DEFINITIONS

1.1 The following definitions apply throughout these General Conditions and to the other Contract Documents:

a) THE CONTRACT DOCUMENTS

The Contract Documents consist of the formal Building Construction Services Agreement between the Owner and the Prime Contractor, these General Conditions and other supplementary conditions included by special provisions or addenda, drawings, specifications, addenda issued prior to execution of the Contract, other documents listed in the Contract, and Amendments issued after execution of the Contract. For purposes of these General Conditions, an Amendment is:

(1) a written Supplemental Agreement to the Contract signed by authorized representatives of both parties;

(2) a Change Order, including Change Orders signed only by the Owner as described in Subparagraph 7.1(b) and Subparagraph 7.1(e); or

(3) a written order for a minor change in the Work issued by the Architect/Engineer as described in Paragraph 7.3.

The Contract Documents also include bid documents such as the Owner's Instructions to Bidders, sample forms, the Prime Contractor's Bid Proposal and portions of addenda relating to any of these documents, and any other documents, exhibits or attachments specifically enumerated in the Building Construction Services Agreement, but specifically exclude geotechnical and subsurface reports that the Owner may have provided to the Prime Contractor.

b) THE CONTRACT

The Contract Documents, as defined in Paragraph 1.1, are expressly incorporated into and made a part of the formal Building Construction Services Agreement between the Owner and the Prime Contractor by reference in this Paragraph and Paragraph 1.1 (which documents are sometimes also referred to collectively in these General Conditions as the "Contract"). The Contract Documents represent the entire and integrated agreement between the Owner and the Prime Contractor and supersede all prior negotiations, representations or agreements, either written or oral. The terms and conditions of the

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Contract Documents may be changed only by an Amendment. The Contract Documents shall not be construed to create a contractual relationship of any kind:

(1) between the Architect/Engineer and Prime Contractor;

(2) between the Owner and a Subcontractor or -subcontractor; or

(3) between any persons or entities other than the Owner and Prime Contractor.

The Architect/Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Architect/Engineer's duties.

c) THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by the Prime Contractor, or any Subcontractors, Sub-subcontractors, material suppliers, or any other entity for whom the Prime Contractor is responsible, to fulfill the Prime Contractor's obligations. The Work may constitute the whole or a part of the Project.

d) THE PROJECT

The Project is the total construction more particularly described in the Building Construction Services Agreement, of which the Work performed under the Contract Documents may be the whole or a part of the Project and which may include construction by the Owner or by separate contractors. All references in these General Conditions to or concerning the Work or the site of the Work will use the term "Project," notwithstanding that the Work may only be a part of the Project.

e) THE DRAWINGS

The Drawings (also known as the "Plans") are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

f) THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, performance of related services, and other technical requirements.

g) THE PROJECT MANUAL

The Project Manual is the volume or volumes which contain the bidding requirements,

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sample forms, General Conditions for Building Construction, special provisions, and Specifications. The Project Manual may be modified by written addendums issued by the Owner during bidding, in which case the written addendums become a part of the Project Manual upon their issuance, unless otherwise indicated by the Owner in writing.

h) ALTERNATE

An Alternate is a variation in the Work on which the Owner requires a price separate from the City Building General Conditions Base Bid. If an Alternate is accepted by the Owner, the variation will become a part of the Contract through the execution of a change order or amendment to the Contract and the Base Bid will be adjusted to include the amount quoted. If an alternate is accepted by the Owner, and later deleted prior to any Work under the alternate being performed or materials delivered to the Project site, the Owner will be entitled to a credit in the full value of the alternate as priced in the Prime Contractor's Bid.

i) BASE BID

The Base Bid is the price quoted for the Work before Alternates are considered.

j) HAZARDOUS SUBSTANCE

The term Hazardous Substance is defined to include the following:

(1) any asbestos or any material which contains any hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophylite or actinolite, whether friable or non-friable;

(2) any polychlorinated biphenyls ("PCBs"), or PCB-containing materials, or fluids;

(3) radon;

(4) any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste;

(5) any pollutant or contaminant (including but not limited to petroleum, petroleum hydrocarbons, petroleum products, crude oil or any fractions thereof, any oil or gas exploration or production waste, any natural gas, synthetic gas or any mixture thereof, lead, or other toxic metals) which in its condition, concentration or area of release could have a significant effect on human health, the environment, or natural resources;

(6) any substance that, whether by its nature or its use, is subject to regulation or requires environmental investigation, monitoring, or remediation under any federal, state, or local environmental laws, rules, or regulations;

(7) any underground storage tanks, as defined in 42 U.S.C. Section 6991(1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901

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et seq.; the Texas Water Code Annotated Section 26.344; and Title 30 of the Texas Administrative Code Sections 334.3 and 334.4), whether empty, filled or partially filled with any substance; and

(8) any other hazardous material, hazardous waste, hazardous substance, solid waste, and toxic substance as those or similar terms are defined under any federal, state, or local environmental laws, rules, or regulations.

k) OTHER DEFINITIONS

As used in the Contract Documents, the following additional terms have the following meanings:

(1) "provide" means to furnish, install, fabricate, deliver and erect, including all services, materials, appurtenances and other expenses to complete in place, ready for operation or use;

(2) "shall" means the action of the party to which reference is being made is mandatory;

(3) "as required" means as prescribed in the Contract Documents; and

(4) "as necessary" means all action essential or needed to complete the work in accordance with the Contract Documents and applicable laws, ordinances, construction codes, and regulations.

1.2 EXECUTION, CORRELATION AND INTENT

(a) The Building Construction Services Agreement shall be signed by duly authorized representatives of the Owner and Prime Contractor as provided in the Agreement.

(b) Execution of the Building Construction Services Agreement by the Prime Contractor is a representation that the Prime Contractor has visited the site, has become familiar with local conditions, including but not limited to subsurface conditions, under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

(c) The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Prime Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Prime Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

(d) Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawings shall not control the Prime Contractor in dividing the Work among Subcontractor(s) or in establishing the extent of Work to be performed by any trade.

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(e) Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

(f) The Drawings and Specifications are intended to agree with one another, and Work called for by Drawings and not mentioned in Specifications, or vice versa, shall be furnished as if set forth by both. Specifications shall govern materials, methods and quality of work. In the event of a conflict on the Drawings between scale and dimension, figured dimensions shall govern over scale dimensions and large scale drawings shall govern over small scale drawings. Conflict between two or more dimensions applying to a common point shall be referred to the Architect/Engineer/Engineer for final adjustment. If discrepancies or conflicts occur within or between the Drawings and Specifications regarding the Work, or within or between other Contract Documents, the Prime Contractor shall not perform such Work without having obtained a clarification from the Architect/Engineer and resolution by the Owner. The Owner's decision as to the appropriate resolution of a conflict or discrepancy shall be final. Should the Drawings or the Specifications disagree within themselves or with each other; the Base Bid will be based on the most expensive combination of quality and quantity of Work indicated.

(g) Deviations from Contract Documents shall be made only after written approval is obtained from Architect/Engineer and Owner, as provided in Article 7.

(h) The intention of the Contract Documents is to include all materials, labor, tools, equipment, utilities, appliances, accessories, services, transportation, and supervision required to completely perform the fabrication, erection and execution of the Work in its final position.

(i) The most recently issued Drawing or Specification takes precedence over previous issues of the same Drawing or Specification. In the event of a conflict, the order of precedence of interpretation of the Contract Documents is as follows:

(1) Amendments (see Paragraph 7.2 for order of precedence between Amendments);

(2) the Building Construction Services Agreement;

(3) addenda, with those addenda of later date having precedence over those of an earlier date;

(4) the Supplementary General Conditions and Special Provisions, if any;

(5) the General Conditions for Building Construction;

(6) 0the Specifications and Drawings.

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1.3OWNERSHIP AND USE OF ARCHITECT/ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

All Drawings, Specifications, and copies thereof furnished by the Architect/Engineer are and shall remain the property of the Owner and are, with the exception of the Contract set for each party, to be returned to the Owner upon request at the completion of the Work.

1.4 CAPITALIZATION

Terms capitalized in these General Conditions include those which are:

(1) specifically defined in these General Conditions (except the terms defined in Subparagraph 1.1(j), which terms are of common grammatical usage and are not normally capitalized);

(2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs, and Clauses;

(3) the titles of other documents published or used by the Owner as manuals or official policy statements; or

(4) proper nouns or other words required under standard grammatical rules to be capitalized.

ARTICLE 2 - THE OWNER

2.1 DEFINITION OF OWNER

The Owner is the City of Denton, a Texas municipal corporation, and is identified as such in the Building Construction Services Agreement, and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representatives.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

(a) The Owner shall furnish the most recent survey describing the physical characteristics, legal limits, utility locations, and a permanent benchmark for the site of the Project. The Owner shall also furnish any environmental site assessments that may have been given to the Owner or conducted for the property upon which the Project is to be constructed. THIS INFORMATION IS FURNISHED TO THE PRIME CONTRACTOR ONLY IN ORDER TO MAKE DISCLOSURE OF THIS MATERIAL AND FOR NO OTHER PURPOSE. BY FURNISHING THIS MATERIAL, THE OWNER DOES NOT REPRESENT, WARRANT, OR GUARANTEE ITS ACCURACY EITHER IN WHOLE, IN PART, IMPLICITLY OR EXPLICITLY, OR IN ANY OTHER WAY, AND THE OWNER SHALL HAVE NO LIABILITY FOR THIS MATERIAL.

(b) Except for permits and fees which are provided for in Subparagraph 3.7(a), the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

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(c) Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work. It is incumbent upon the Prime Contractor to identify, establish, and maintain a current schedule of latest dates for submittal and approval, as required in Paragraph 3.10, including when such information or services must be delivered. If Owner delivers the information or services to the Prime Contractor as scheduled and Prime Contractor is not prepared to accept or act on such information or services, then Prime Contractor shall reimburse Owner for all extra costs incurred of holding, storage, or retention, including redeliveries by the Owner to comply with the current schedule.

(d) Unless otherwise provided in the Contract Documents, the Prime Contractor will be furnished electronic copies of the Drawings and Specifications for bid purposes and one hard copy approved by Building Inspections upon execution of the Contract. Prime Contractor may obtain additional copies by paying the cost of additional printing or reproduction.

(e) The obligations described above are in addition to other duties and responsibilities of the Owner enumerated in the Contract Documents and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

(f) The Owner shall forward all instructions to the Prime Contractor through the Architect/Engineer, except for the Owner's Notice to Proceed and the Owner's decision to carry out Work as described in Paragraph 2.4.

(g) The Owner's employees, agents, and consultants may be present at the Project site during performance of the Work to assist the Architect/Engineer in the performance of the Architect/Engineer's duties and to verify the Prime Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, the equipment used in the performance of the Work, and for purpose of verification of Prime Contractor's Applications for Payment.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Prime Contractor fails to correct any portion of the Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or refuses or fails to carry out all or any part of the Work in accordance with the Contract Documents, the Owner, by written order, may order the Prime Contractor to stop the Work, or any portion of the Work, until the cause for the order has been eliminated. The right of the Owner however, to stop the Work shall not create or imply a duty on the part of the Owner to exercise this right for the benefit of the Prime Contractor or any other person or entity. The rights of the Owner under this Paragraph 2.3 shall be in addition to, and not in restriction of, the Owner's rights under Paragraph 12.2.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Prime Contractor fails or refuses to carry out the Work or perform any of the terms, covenants, or obligations of the Contract Documents, and fails or refuses to correct any failure or refusal with diligence and promptness within fourteen (14) days after receipt of written notice from the Owner, the Owner may correct the Prime Contractor's failure or refusal or

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cause such failure or refusal to be corrected, without affecting, superseding, or waiving any other contractual, legal, or equitable remedies the Owner has, including but not limited to the Owner's termination rights under Article 13. In that case, an appropriate Change Order will be issued deducting the Owner's cost of correction, including Architect/Engineer's compensation for additional services and expenses made necessary by the failure or refusal of the Prime Contractor from payments then or thereafter due to the Prime Contractor. The cost of correction is subject to verification (but not approval) by the Architect/Engineer. If payments then or thereafter due the Prime Contractor are not sufficient to cover the cost of correction, the Prime Contractor shall pay the difference to the Owner.

2.5 NOTICE TO PROCEED

After final execution of the Contract and receipt and approval of the required performance and payment bonds and evidence of required insurance, the Owner will issue a written Notice to Proceed with the Work, including the designated Contract Time within which Substantial Completion of the Work must be achieved. If the Owner unreasonably delays issuance of a written Notice to Proceed through no fault of the Prime Contractor, the Prime Contractor shall be entitled only to an equitable adjustment of the Contract Time, if properly claimed pursuant to the requirements of Paragraph 4.3; but the Prime Contractor shall not be entitled to any increase to the Contract Sum whatsoever for this reason.

ARTICLE 3 - THE CONTRACTOR

3.1 DEFINITION OF CONTRACTOR

The Prime Contractor is the person or business entity identified as such in the Building Construction Services Agreement, and is referred to throughout the Contract Documents as if singular in number. The term "Prime Contractor" means the Prime Contractor or the Prime Contractor's authorized employees or representatives.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

(a) The Prime Contractor shall carefully check, study, and compare the Contract Documents with each other and shall at once report to the Architect/Engineer in writing any inconsistency, ambiguity, error, omission, conflict, or discrepancy the Prime Contractor may discover. The Prime Contractor shall also verify all dimensions, field measurements, and field conditions before laying out the Work. The Prime Contractor will be held responsible for any subsequent error, omission, conflict, or discrepancy which might have been avoided by the above-described check, study, comparison, and reporting. In the event the Prime Contractor continues to work on an item where an inconsistency, ambiguity, error, omission, conflict, or discrepancy exists without obtaining such clarification or resolution or commences an item of the Work without giving written notice of an error, omission, conflict, or discrepancy that might have been avoided by the check, study, and comparison required above, it shall be deemed that the Prime Contractor bid and intended to execute the more stringent, higher quality, or state of the art requirement, or accepted the condition "as is" in the Contract Documents, without any increase to the Contract Sum

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or Contract Time. The Prime Contractor shall also be responsible to correct any failure of component parts to coordinate or fit properly into final position as a result of Prime Contractor's failure to give notice of and obtain a clarification or resolution of any error, omission, conflict, or discrepancy, without any right to any increase to the Contract Sum or Contract Time.

(b) The Prime Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

(a) The Prime Contractor shall supervise and direct the Work, using the Prime Contractor's best skill and attention. The Prime Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents set forth specific instructions concerning these matters.

(b) The Prime Contractor shall be responsible to the Owner for the acts and omissions of the Prime Contractor's employees, Subcontractors, Sub-subcontractors, and their respective agents and employees, and any other persons performing portions of the Work under a subcontract with the Prime Contractor, or with any Subcontractor, and all other persons or entities for which the Prime Contractor is legally responsible. All labor shall be performed by mechanics that are trained and skilled in their respective trades. Standards of work required throughout shall be of a quality that will bring only first class results. Mechanics whose work is unsatisfactory, or who are considered careless, incompetent, unskilled, or otherwise objectionable shall be dismissed promptly from the Work and immediately replaced with competent, skilled personnel. Any part of the Work adversely affected by the acts or omissions of incompetent, unskilled, careless, or objectionable personnel shall be immediately corrected by the Prime Contractor.

(c) The Prime Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect/Engineer in the Architect/Engineer's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Prime Contractor.

(d) The Prime Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. The Prime Contractor's responsibility under this paragraph will not in any way eliminate the Architect/Engineer's responsibility to the Owner under the Architect/Engineer/Owner Agreement.

(e) Any Prime Contractor, Subcontractor, Sub-subcontractor, or separate contractor who commences Work over, in, or under any surface prepared by the Owner or by any other contractor, subcontractor, sub-subcontractor or any separate contractor, without the Prime Contractor having given written notice to the Architect/Engineer of the existence of any faulty surface or condition in the surface that prevents achieving the quality of

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workmanship specified by the Contract Documents and without having obtained the prior approval of the Architect/Engineer and the Owner to proceed is deemed to have accepted the surface or condition in the surface as satisfactory at the commencement of such Work. Any unsatisfactory Work subsequently resulting from such a faulty surface or condition in the surface that was not pre-approved by the Architect/Engineer or the Owner after notice as provided above may be rejected and replacement required, without any increase to the Contract Sum or Contract Time.

(f) All grades, lines, levels, and benchmarks shall be established and maintained on an ongoing basis by the Prime Contractor. The Prime Contractor is solely responsible for any errors made in establishing or maintaining proper grades, lines, levels, or benchmarks. Contractor shall verify all grades, lines, levels, and dimensions as indicated on Drawings. He shall report any errors, omissions, conflicts, or inconsistencies to Architect/Engineer before commencing any Work affected by these conditions. Contractor shall establish and safeguard benchmarks in at least two widely separated places and, as Work progresses, establish benchmarks at each level and lay out partitions on rough floor in exact locations as guides to all trades. The Contractor shall, from the permanent benchmark provided by the Owner, establish and maintain adequate horizontal and vertical control.

3.4 LABOR AND MATERIALS

(a) Except as is otherwise specifically provided in the Contract Documents as being the responsibility of the Owner, the Prime Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

(b) The Prime Contractor shall enforce strict discipline and good order among the Prime Contractor's employees and all other persons carrying out the Contract. The Prime Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

(c) The Prime Contractor shall give preference, when qualified labor is available to perform the Work to which the employment relates, to all labor hired for the Project in the following order:

(1) residents of the City of Denton, Texas;

(2) residents of the County of Denton, Texas;

3.5 WARRANTY

(a) General Warranty. The Contractor warrants to the Owner that all Work shall be accomplished in a good and workmanlike manner and that all materials and equipment furnished under the Contract will be of good quality, new (unless otherwise specified), and

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free from faults or defects, and that the Work will otherwise conform to the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective or nonconforming. The Contractor's warranty excludes any remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The commencement date, duration, and other conditions related to the scope of this general warranty are established in Subparagraphs 9.9 (a) and 12.2(b) of these General Conditions. THE GENERAL WARRANTY PROVIDED IN THIS SUBPARAGRAPH IS IN ADDITION TO AND DOES NOT LIMIT OR DISCLAIM ANY OTHER WARRANTY OR REMEDY REQUIRED OR PROVIDED BY LAW OR THE CONTRACT DOCUMENTS AND SUCH WARRANTY SHALL REQUIRE THE CONTRACTOR TO REPLACE DEFECTIVE MATERIALS AND RE-EXECUTE DEFECTIVE WORK THAT IS DISCLOSED BY THE OWNER TO THE CONTRACTOR WITHIN A PERIOD OF TWO (2) YEARS AFTER SUBSTANTIAL COMPLETION OF THE ENTIRE WORK; OR, IF A LATENT DEFECT IS DISCOVERED WITHIN TWO YEARS OF SUBSTATIONAL COMPLETION OF THE ENTIRE WORK.

(b) Special Warranties. The Contractor shall assign to the Owner in writing, as a condition precedent to final payment, the terms and conditions of all special warranties required under the Contract Documents.

3.6 TAXES

The Owner qualifies for exemption from state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Tax Code, as amended. Therefore, the Owner shall not be liable for, or pay the Contractor's cost of, such sales and use taxes which would otherwise be payable in connection with the purchase of tangible personal property furnished and incorporated into the real property being improved under the Contract Documents or the purchase of materials, supplies and other tangible personal property, other than machinery or equipment and its accessories and repair and replacement parts, necessary and essential for performance of the Contract which is to be completely consumed at the job site. The Contractor shall issue an exemption certificate in lieu of the tax on such purchases.

3.7 PERMITS, FEES AND NOTICES

(a) The Architect/Engineer will apply and arrange for the issuance of the City of Denton Building Permit. The Prime Contractor and Subcontractors will apply and arrange for the issuance of all other required permits, and will not be required to pay a fee for any City of Denton permits required for the Project. The Owner will pay all service extension charges, including tap fees, assessed by the Water Utilities Department.

(b) The Prime Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of governmental entities or agencies applying to performance of the Work.

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(c) Except as provided in Subparagraph (d) below, it is not the Prime Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, ordinances, construction codes, and rules and regulations. However, if the Prime Contractor observes that portions of the Contract Documents are at variance with applicable laws, ordinances, construction codes, rules or regulations, the Prime Contractor shall promptly notify the Architect/Engineer and the Owner in writing, and necessary changes shall be accomplished by appropriate Amendment.

(d) If the Prime Contractor performs Work knowing it to be contrary to laws, ordinances, construction codes, or rules and regulations without notifying the Architect/Engineer and the Owner, the Prime Contractor shall assume full responsibility for the Work and shall bear the attributable costs of the correction of the Work and any other Work in place that may be adversely affected by the corrective work.

3.8 ALLOWANCES

(a) The Prime Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for the amounts identified in the Contract and by persons or entities as the Owner may direct, but the Prime Contractor shall not be required to employ persons or entities against which the Prime Contractor makes reasonable objection.

(b) Unless otherwise provided in the Contract Documents:

(1) materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;

(2) the amount of each allowance shall cover the cost to the Prime Contractor of materials and equipment delivered at the site less all exempted taxes and applicable trade discounts;

(3) the amount of each allowance includes the Prime Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance Work;

(4) whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect:

(i) the difference between actual costs and the allowances under Clause (b) (2); and

(ii) changes in Contractor's costs under Clause (b) (3);

(5) the Owner retains the right to review and approve Subcontractors selected by the Prime Contractor to perform work activities covered by allowances.

3.9 SUPERINTENDENT

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The Prime Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Prime Contractor, and communications given to the superintendent shall be as binding as if given to the Prime Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Owner reserves the right to request that the Prime Contractor replace its superintendent at any time and the Prime Contractor will replace said superintendent at the Owner's direction.

3.10 PRIME CONTRACTOR'S CONSTRUCTION SCHEDULES

(a) The Prime Contractor shall, immediately after award of the Contract and before submittal of the first Application for Payment, prepare and submit the construction schedule for the Architect/Engineer's and Owner's information, review, and approval in accordance with the following provisions:

(1) Unless otherwise approved in writing by the Owner, the construction schedule shall not exceed the Contract Time limits currently in effect under the Contract Documents and shall provide for expeditious and practicable execution of the Work.

(2) The construction schedule shall include all shop drawing and submittal data requirements, indicating for each:
(i) the latest date to be submitted by the Prime Contractor; and
(ii) the latest date for approval by the Architect/Engineer.

(3) The construction schedule shall be in the form of a critical path management schedule, and shall indicate each critical task (the "predecessor") of all the major construction activities of the Work in a logical and sequential order (the "project network") which requires completion prior to commencement of the task next following (the "successor"). Each task shall be identified with:

(i) actual work time, exclusive of slack time, for accomplishment;

(ii) the latest start date;

(iii) the latest finish date;

(iv) the amount of float associated with each task;

(v) the amount of labor, material, and equipment associated with each task; and

(vi) the percentage of completion as of the date of the current schedule.

(4) The construction schedule shall be revised and updated monthly to reflect the actual status of the Work and shall be submitted with each Application for Payment.

(5) On or before the first day of each month, following the date of commencement of the

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Work as stated in the notice to proceed, the Prime Contractor shall prepare and submit to the Architect/Engineer and the Owner an up-to-date status report of the progress of the various construction phases of the Work in the form of an updated construction schedule. This status report shall consist of a time scale drawing indicating actual progress of the various phases of the Work and the percentage of completion of the entire Work. The original construction schedule shall be updated or changed to indicate any adjustments to the Contract Time granted by the Owner. The updated schedule must be submitted with the Prime Contractor's Application for Payment. No such application will be certified without a satisfactory update to the construction schedule.

(6) The construction schedule will also be revised to show the effect of change orders and other events on Contract Time. No request for an increase in Contract Time will be considered unless it is accompanied by a schedule revision demonstrating the amount of time related to the cause of the request. If the Contractor's status schedules reflect that the Prime Contractor has fallen behind the pace required to complete the Work within the Contract Time, through no fault of the Owner, the Prime Contractor shall prepare a recovery schedule demonstrating how it intends to bring its progress back within the Contract Time. This recovery schedule shall be in a form acceptable to the Owner.

(7) Costs incurred by the Prime Contractor in preparing and maintaining the required construction schedule, any updated schedule, and any recovery schedule required by the Owner will not be paid as an additional or extra cost and shall be included in the Contract Sum.

(8) The Contract Sum is deemed to be based upon a construction schedule requiring the full Contract Time. NO CLAIM FOR ADDITIONAL COMPENSATION SHALL BE ALLOWED AS A RESULT OF THE PRIME CONTRACTOR BASING HIS BID ON AN EARLY COMPLETION SCHEDULE, OR AS A RESULT OF DELAYS AND COSTS ATTRIBUTABLE TO COMPLETION LATER THAN THE PLANNED EARLY COMPLETION DATE.

(b) The Prime Contractor shall also prepare and keep current, for the Architect/Engineer's approval, a schedule of submittals which is coordinated with the Prime Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals.

(c) The Prime Contractor shall conform to the most recent schedules approved as to form by the Architect/Engineer and the Owner. Any subsequent revisions made by the Prime Contractor to schedules in effect shall conform to the provisions of Subparagraph 3.10(a)

(d) If the Work falls behind the approved construction schedule, the Prime Contractor shall take such steps as may be necessary to improve his progress, and the Architect/Engineer and the Owner may require him to increase the number of shifts, overtime operations, days of work, or the amount of construction plant, and to submit for approval revised schedules in the form required above in order to

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demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner.

3.11 DOCUMENTS AND SAMPLES AT THE PROJECT SITE

The Contractor shall maintain at the Project site for the Owner one record copy of the Drawings, Specifications, addenda, and Amendments in good order and marked currently to record changes and selections made during construction, and in addition shall maintain at the Project site approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

(a) Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, materialmen, manufacturer(s), supplier(s), or distributor(s) to illustrate some portion of the Work.

(b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(c) Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

(d) Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect/Engineer is subject to the limitations of Paragraph 4.2.

(e) The Prime Contractor shall review, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner, or of separate contractors. Submittals made by the Prime Contractor which are not required by the Contract Documents may be returned without action.

(f) The Prime Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect/Engineer. Work requiring this submittal and review shall be in accordance with approved submittals and any identified exceptions noted by the Architect/Engineer.

(g) By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Prime Contractor represents that the Prime Contractor has determined and verified materials, field measurements, and related field construction criteria, or will do so, and has checked and coordinated the information contained within submittals with the requirements of the Work and of the Contract Documents. The Prime Contractor's attention

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is directed to Paragraph 3.2 of these General Conditions and the requirements stated in that Paragraph.

(h) The Prime Contractor shall not be relieved of responsibility for deviations, substitutions, changes, additions, deletions or omissions from requirements of the Contract Documents by the Architect/Engineer's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Prime Contractor has specifically informed the Architect/Engineer in writing of such substitutions, changes, additions, deletions, omissions, or deviations involved in the submittal at the time of submittal and the Architect/Engineer, subject to a formal Change Order signed by the Owner, Architect/Engineer and Prime Contractor, has given written approval to the specific substitutions, changes, additions, deletions, omissions, or deviations. The Prime Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect/Engineer's approval thereof. Further, notwithstanding any approval of a submittal by the Architect/Engineer, the Prime Contractor shall be responsible for all associated Project costs, including costs of coordination's, modifications, or impacts, direct or indirect, resulting from any and all substitutions, changes, additions, deletions, omissions, or deviations, whether or not specifically identified by the Prime Contractor to the Architect/Engineer at the time of the above-mentioned submittals, including additional consulting fees, if any, in any and all accommodations associated with such substitutions, changes, additions, deletions, omissions, or deviations to the requirements of the Contract Documents.

(i) The Prime Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to additional revisions other than those requested by the Architect/Engineer on previous submittals. In the absence of such written notice, the Architect/Engineer's approval of a resubmission shall not apply to the additional revisions not requested.

(j) Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents.

(k) When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Architect/Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF THE PROJECT SITE

The Prime Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment.

3.14 CUTTING AND PATCHING

(a) The Prime Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

(b) The Prime Contractor shall not damage or endanger a portion of the Work or any fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering the construction, or by excavating. The Prime Contractor

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shall not cut or otherwise alter the construction by the Owner or a separate contractor except with the written consent of the Owner and of the separate contractor; consent shall not be unreasonably withheld. The Prime Contractor shall not unreasonably withhold from the Owner or a separate contractor the Prime Contractor's consent to cutting or otherwise altering the Work.

(c) A "Hot Work Permit" must be obtained from the City of Denton's Facilities Management Department, 869 S. Woodrow Lane, Denton, Texas (940 349-7200) for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Torch Applied Roofing and Welding.

3.15 CLEANING UP

(a) The Prime Contractor shall keep the Project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Upon the completion of the Work the Prime Contractor shall remove from and about the Project site all waste materials, and rubbish, and all of the Prime Contractor's tools, construction equipment, machinery, and surplus materials.

(b) If the Prime Contractor fails to clean up as provided in the Contract Documents, the Owner may, at Owner's option, clean up the Project site, and the Owner's cost of cleaning up shall be charged to the Contractor.

3.16 ACCESS TO WORK

The Prime Contractor shall provide the Owner and the Architect/Engineer access to the Work in preparation and progress wherever located during the course of construction.

3.17 TESTS AND INSPECTIONS

(a) Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of governmental entities or agencies having jurisdiction over the Work shall be made at appropriate times. Unless otherwise provided, the Prime Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner or with the appropriate governmental entity or agency, and the Prime Contractor shall bear all related costs of tests, inspections, and approvals. The Prime Contractor shall give the Architect/Engineer timely notice of when and where tests and inspections are to be made so the Architect/Engineer may observe such procedures. The Owner shall bear costs of tests, inspections, or approvals which become requirements after bids or proposals are received.

(b) If the Architect/Engineer, the Owner or other public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 3.17(a), the Architect/Engineer will, upon written authorization from the Owner, instruct the Prime Contractor to make arrangements

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for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Prime Contractor shall give timely notice to the Architect/Engineer of when and where tests and inspections are to be made so that the Architect/Engineer may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 3.17(c).

(c) If procedures for testing, inspection, or approval under Subparagraphs 3.17(a) and 3.17(b) reveal deficiencies or nonconformities in the Work, the Prime Contractor shall bear all costs made necessary to correct the deficiencies or nonconformities, including those of repeated procedures and compensation for the Architect/Engineer's services and expenses, if any. The Prime Contractor shall bear the costs of any subsequent testing, inspection, or approval of the corrected Work.

(d) Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Prime Contractor and promptly delivered to the Architect/Engineer.

(e) If the Architect/Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Architect/Engineer will do so promptly and, where practicable, at the normal place of testing or inspection.

(f) Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

3.18 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. CONTRACTOR SHALL COMPLETELY DEFEND, INDEMNIFY AND HOLD OWNER AND ARCHITECT/ENGINEER HARMLESS FROM ANY AND ALL LIABILITIES, SUITS OR CLAIMS FOR INFRINGEMENT OF PATENT RIGHTS, REGARDLESS OF WHETHER OR NOT THE OWNER OR THE ARCHITECT/ENGINEER SPECIFIED A PARTICULAR DESIGN, PROCESS OR PRODUCT IN THE CONTRACT DOCUMENTS THAT MAY BE THE SUBJECT OF A PATENT INFRINGEMENT OR OTHERWISE ACTIVELY INDUCED OR CONTRIBUTED TO THE PATENT INFRINGEMENT. In the event the Prime Contractor has reason to believe that a particular design, process or product specified infringes a patent, the Prime Contractor shall immediately notify the Owner and the Architect/Engineer of same.

3.19 INDEMNIFICATION

(a) THE PRIME CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE ARCHITECT/ENGINEER, HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITIES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF

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DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE PRIME CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE PRIME CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, OR OF THE ARCHITECT/ENGINEER, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF THE CONTRACTOR, THE OWNER, AND THE ARCHITECT/ENGINEER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW, AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER THIRD PERSON OR ENTITY.

(b) In claims against any person or entity indemnified under this Paragraph 3.19 by an employee of the Prime Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.19 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Prime Contractor or any Subcontractor, under workers compensation acts, disability benefit acts or other employee benefit acts.

(c) Indemnification under this Paragraph 3.19 shall include, but is not limited to, liability which could result to or be created for the Owner, its officers, agents, or employees, or the Architect/Engineer pursuant to State or Federal laws or regulations relating to pollution of the environment and State or Federal laws or regulations relating to the occupational safety and health of workers. The Prime Contractor specifically agrees to comply with the above-mentioned laws and regulations in the performance of the Work by the Prime Contractor and that the obligations of the Owner, its officers, agents, and employees, and the Architect/Engineer under the above-mentioned laws and regulations are secondary to those of the Prime Contractor.

ARTICLE 4 - CONTRACT ADMINISTRATION

4.1 THE DESIGN PROFESSIONAL (ARCHITECT/ENGINEER)

(a) The design professional is the person lawfully licensed to practice architecture or engineering or a firm or other business entity lawfully practicing architecture/engineering

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identified as such in the formal Building Construction Services Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect/Engineer" means the Architect/Engineer or the Architect/Engineer's authorized representative. The Owner may, at its option, designate a qualified Owner representative to serve as the Architect/Engineer on the Project instead of an outside firm or person. In such event, the references in these General Conditions that refer to the Architect/Engineer shall apply to the Owner-designated Architect/Engineer representative and the Owner-designated Architect/Engineer representative shall be accorded that same status by the Prime Contractor.

(b) In the event the Architect/Engineer is an outside person or firm and the Architect/Engineer's employment is terminated, the Owner may, at its option, contract with a new outside Architect/Engineer to replace the former, or may designate a qualified Owner representative to serve as the Architect/Engineer. The replacement Architect/Engineer, whether an Owner representative, an independent Architect/Engineer or any other qualified person or entity, shall be regarded as the Architect/Engineer for all purposes under the Contract Documents and shall be accorded that same status by the Prime Contractor. Any dispute in connection with such appointment shall be reviewed and settled by the Owner, whose decision shall be final and binding.

(c) Owner reserves the right to appoint a representative empowered to act for the Owner during the Construction Phase and to supersede the Architect/Engineer's Construction Phase responsibility. Similarly, from time to time the Owner may expand or reduce the Owner's delegation of powers to the Architect/Engineer, with the Owner notifying the Prime Contractor of any such changes. The Architect/Engineer shall not be construed as a third party beneficiary to the Contract and can in no way object to any expansion or reduction of powers as set forth in this Subparagraph (c). In no event, however, shall the Owner have control over charge of, or be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs in connection with the Work since these are solely the Contractor's responsibility. The Owner will not be responsible for the Prime Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner will not have control over or charge of and will not be responsible for acts or omissions of Prime Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2 ARCHITECT/ENGINEER'S RESPONSIBILITIES DURING CONSTRUCTION

(a) The Architect/Engineer will administer the Contract as described in the Contract Documents and in accordance with the terms of the Architect/Engineer's agreement with the Owner, where applicable, subject to the direction and approval of the Owner. If requested by the Prime Contractor, the provisions of the Owner/Architect/Engineer Agreement will be made available to the Prime Contractor.

(b) The Architect/Engineer shall provide, during performance of the Work, adequate and competent periodic on-site construction observation, periodically visiting the Project site

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to the extent necessary to personally familiarize themselves with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Contract Documents. The Architect/Engineer shall not, however, be required to make continuous on-site inspections to check the Work. Field reports of each visit shall be prepared by the Architect/Engineer and submitted to the Owner. The Architect/Engineer shall employ all reasonable measures to safeguard the Owner against defects and nonconformities in the Work. The Architect/Engineer shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the Work. The Architect/Engineer will, however, immediately inform the Owner whenever defects or nonconformities in the Work are observed, or when any observed actions or omissions are undertaken by the Prime Contractor or any Subcontractor which are not in the best interests of the Owner or the Project.

(c) The Architect/Engineer and the Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Prime Contractor's responsibility as provided in Paragraph 4.3. The Architect/Engineer and the Owner will not be responsible for the Prime Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect/Engineer and the Owner will not have control over or charge of and will not be responsible for acts or omissions of the Prime Contractor, Subcontractors, Sub-subcontractors, or their respective agents or employees, or of any other persons performing portions of the Work for which the Prime Contractor is responsible.

(d) Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Prime Contractor shall endeavor to communicate through the Architect/Engineer. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Prime Contractor. Communications by and with separate contractors will be through the Owner. The Prime Contractor shall provide written confirmation of communications made directly with the Owner and provide copies of such confirmation to the Architect/Engineer.

(e) Based on the Architect/Engineer's observations and evaluations of the Prime Contractor's Applications for Payment, the Architect/Engineer will review and certify the amounts due the Prime Contractor and will issue Certificates for Payment in such amounts.

(f) The Architect/Engineer and the Owner will each have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect/Engineer will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 3.17(b) and 3.17(c), whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect/Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Architect/Engineer to the

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Prime Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

(g) The Architect/Engineer will review and approve or take other appropriate action upon the Prime Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect/Engineer's action will be taken with such reasonable promptness as to not delay the Work or the activities of the Owner, Contractor, or separate contractors. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Prime Contractor as required by the Contract Documents. The Architect/Engineer's review of the Prime Contractor's submittals shall not relieve the Prime Contractor of any obligations under Paragraphs 3.3, 3.5, and 3.12. The Architect/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect/Engineer, of any construction means, methods, techniques, sequences, or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(h) The Architect/Engineer will prepare Change Orders and may authorize minor changes in the Work as provided in Paragraph 7.3.

(i) The Architect/Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Prime Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

(j) If the Owner and Architect/Engineer agree, the Architect/Engineer will provide one or more Project representatives to assist in carrying out the Architect/Engineer's responsibilities at the site. The duties, responsibilities, and limitations of authority of such Project representatives shall be as set forth in an exhibit to be incorporated into the Contract Documents.

(k) The Architect/Engineer will interpret and make recommendations to the Owner concerning performance under and requirements of the Contract Documents upon written request of either the Owner or Contractor. The Architect/Engineer's response to such requests will be made with reasonable promptness and within any time limits agreed upon. The Architect/Engineer shall secure the Owner's written approval before issuing instructions, interpretations, or judgments to the Prime Contractor which change the scope of the Work or which modify or change the terms and conditions of any of the Contract Documents.

(l) Interpretations and decisions of the Architect/Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form

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of Drawings. When making such interpretations and decisions, the Architect/Engineer will endeavor to secure faithful performance by the Prime Contractor.

(m) The Architect/Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents; provided that the Architect/Engineer has the prior written approval of the Owner.

4.3 CLAIMS AND DISPUTES

(a) Definition; General Notice of Claim Procedure. As used in these General Conditions, a "Claim" means a demand or assertion by one of the parties to the Contract seeking an adjustment of the terms of the Contract Documents, of the Contract Sum, of the Contract Time, or some other relief in respect to the terms of the Contract Documents. The term also includes all other disputes between the Owner and the Contractor arising out of or relating to the Project or the Contract Documents, including but not limited to claims that work was outside the scope of the Contract Documents. The responsibility to substantiate the Claim and the burden of demonstrating compliance with this provision shall rest with the party making the Claim. Except where otherwise provided in the Contract Documents, a Claim by the Prime Contractor, whether for additional compensation, additional time, or other relief, including but not limited to claims arising from concealed conditions, WITHOUT EXCEPTION, MUST BE MADE BY WRITTEN NOTICE TO THE ARCHITECT/ENGINEER AND TO THE OWNER WITHIN FOURTEEN (14) DAYS IMMEDIATELY AFTER OCCURRENCE OF THE EVENT OR EVENTS GIVING RISE TO THE PARTICULAR CLAIM. Every Claim of the Prime Contractor, whether for additional compensation, additional time, or other relief, including but not limited to claims arising from concealed conditions, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind the Prime Contractor by his signature) of the Prime Contractor, verifying the truth and accuracy of the Claim. THE PRIME CONTRACTOR SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED ANY CLAIM NOT MADE STRICTLY IN ACCORDANCE WITH THE PROCEDURES AND TIME LIMITS SET OUT IN THIS PARAGRAPH.

(b) Referral to the Architect/Engineer. Claims, disputes, and other matters in question between the Prime Contractor and the Owner relating to the progress or execution of the Work or the interpretation of the Contract Documents shall be referred to the Architect/Engineer for recommendation to the Owner, which recommendation the Architect/Engineer will furnish in writing within a reasonable time, provided proper and adequate substantiation has been received. Failure of the Prime Contractor to submit the Claim to the Architect/Engineer for rendering of a recommendation to the Owner shall constitute a waiver of the Claim.

(c) Continuing Contract Performance. Pending final resolution of a claim the Prime Contractor shall proceed diligently with performance of the Work and the Owner shall continue to make payments in accordance with the Contract Documents.

(d) Claims for Concealed or Unknown Conditions. No adjustment in the Contract Sum or Time associated with concealed or unknown conditions will normally be considered or allowed;

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provided, however, that the Contract Sum or Time may be adjusted by the Owner in such circumstances only if:

(1) a concealed subsurface condition is encountered in the course of performance of the Work;
(2) a concealed or unknown condition in an existing structure is at variance with conditions indicated by the Contract Documents; or
(3) an unknown physical condition is encountered below the surface of the ground or in an existing structure which is of an unusual nature and materially different from those ordinarily encountered and generally recognized as inherent in the character of the Work; and
(4) a notice of claim with proper and adequate substantiation is presented pursuant to Subparagraph 4.3(a) of these General Conditions; and
(5) the Owner and the Architect/Engineer determine that:

(i) prior to submitting its bid for the Work, the Contractor used reasonable diligence to fully inspect the portion of the Project site where the condition was discovered; and

(ii) the work caused or required by the concealed or unknown condition at issue can be considered extra work to the extent that additional new Drawings must be prepared and issued and new construction beyond the scope of the Contract Documents is required.

(e) Disclaimer of Warranties as to Reports, Drawings, and Specifications. PROJECT SITE INFORMATION AND REPORTS (INCLUDING BUT NOT LIMITED TO SOILS TESTING REPORTS, GEOTECHNICAL REPORTS, OR ENVIRONMENTAL SITE ASSESSMENTS) PROVIDED BY THE OWNER AND THE ARCHITECT/ENGINEER IN THE PROJECT MANUAL OR BY OTHER MEANS SHALL BE UTILIZED BY THE PRIME CONTRACTOR AT THE PRIME CONTRACTOR'S OWN RISK. THE OWNER AND THE ARCHITECT/ENGINEER DO NOT GUARANTEE OR WARRANT ANY INFORMATION SHOWN IN THE PROJECT SITE INFORMATION AND REPORTS.

(f) Claims for Additional Cost. If the Prime Contractor wishes to make a claim for an increase in the Contract Sum, written notice as provided in this Paragraph 4.3 shall be given before proceeding to execute the Work. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph 10.3. In addition, the Prime Contractor's request for an increase in the Contract Sum for any reason (other than work performed under emergency conditions) shall be made far enough in advance of required work to allow the Owner and the Architect/Engineer a sufficient amount of time, without adversely affecting the construction schedule, to review the request, prepare and distribute such additional documents as may be necessary to obtain suitable estimates or proposals and to negotiate, execute and distribute a Change Order for the required work if the Prime Contractor believes that additional cost is involved for reasons including but not limited to:

(1) a written interpretation from the Architect/Engineer;

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(2) a written order for a minor change in the Work issued by the Architect/Engineer;

(3) failure of payment by the Owner;

(4) termination of the Contract by the Owner;

(5) the Owner's temporary suspension of all or any portion of the Work where the Prime Contractor was not at fault; or

(6) other reasonable grounds.

(g) Injury or Damage to Person or Property. If the Prime Contractor suffers injury or damages to person or property because of an act or omission of the Owner, or of any of the Owner's officers, employees or agents, written, sworn-to notice of any claim for damages or injury shall be given as provided in Subparagraph 4.3(a). The notice shall provide sufficient detail to enable the Architect/Engineer and the Owner to investigate the matter.

(h) Subcontractor Pass-Through Claims. In the event that any Subcontractor of the Prime Contractor asserts a claim to the Prime Contractor, that the Prime Contractor seeks to pass through to the Owner under the Contract Documents, any entitlement of the Prime Contractor to submit and assert the claim against the Owner shall be subject to:

(1) the requirements of Paragraph 4.3 of these General Conditions; and

(2) the following additional three requirements listed below, all three of which additional requirements shall be conditions precedent to the entitlement of the Prime Contractor to seek and assert such claim against the Owner:

(ii) The Prime Contractor shall either (A) have direct legal liability as a matter of contract, common law, or statutory law to the Subcontractor for the claim that the Subcontractor is asserting or (B) the Prime Contractor shall have entered into a written liquidating agreement with the Subcontractor, under which agreement the Prime Contractor has agreed to be legally responsible to the Subcontractor for pursuing the assertion of such claim against the Owner under the Contract and for paying to the Subcontractor any amount that may be recovered, less Prime Contractor's included markup (subject to the limits in the Contract Documents for any markup). The liability or responsibilities shall be identified in writing by the Prime Contractor to the Owner at the time such claim is submitted to Owner, and a copy of any liquidating agreement shall be included by the Prime Contractor in the claim submittal materials.

(ii) The Prime Contractor shall have reviewed the claim of the Subcontractor prior to its submittal to Owner and shall have independently evaluated such claim in good faith to determine the extent to which the claim is believed in good faith to be valid. The Prime Contractor shall also certify, in writing and under oath to the Owner, at the time of the submittal of such claim, that the Prime Contractor has made a review, evaluation, and determination that the claim is made in good faith and is believed by the Contractor to be valid.

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(iii) The Subcontractor making the claim to the Prime Contractor shall certify in writing and under oath that it has compiled, reviewed and evaluated the merits of such claim and that the claim is believed in good faith by the Subcontractor to be valid. A copy of the certification by the Subcontractor shall be included by Prime Contractor in the claim submittal materials made by Contractor to the Owner..

(3) Any failure of the Prime Contractor to comply with any of the foregoing requirements and conditions precedent with regard to any such claim shall constitute a waiver of any entitlement to submit or pursue such claim against Owner.

(4) Receipt and review of a claim by the Owner under this Subparagraph shall not be construed as a waiver of any defenses to the claim available to the Owner under the Contract Documents or by applicable law.

(i) Owner's Right to Order Acceleration and to Deny Claimed and Appropriate Time Extensions, in Whole or in Part. The Prime Contractor acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is of substantial importance to Owner. The following provisions, therefore, will apply:

(1) If the Prime Contractor falls behind the approved construction schedule for whatever reason, the Owner shall have the right, in the Owner's sole discretion, to order the Prime Contractor to develop a recovery schedule as described in Paragraph 3.10 or to accelerate its progress in such a manner as to achieve Substantial Completion on or before the Contract Time completion date or such other date as the Owner may reasonably direct and, upon receipt, the Prime Contractor shall take all action necessary to comply with the order. In such event, any possible right, if any, of the Prime Contractor to additional compensation for any acceleration shall be subject to the terms of this Subparagraph (i).

(2) In the event that the Prime Contractor is otherwise entitled to an extension of Contract Time and has properly initiated a Claim for a time extension in accordance with Subparagraph 4.3(a) above, the Owner shall have the right, in the Owner's sole discretion, to deny all, or any part, of the Claim for extension of Contract Time by giving written notice to the Prime Contractor provided within fourteen (14) days after receipt of the Prime Contractor's Claim. If the Owner denies the Prime Contractor's claim for an extension of Contract Time under this Clause (i)(2), either in whole or in part, the Prime Contractor shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

(3) If the Prime Contractor would have been entitled to a time extension for a reason specifically allowed under the Contract Documents, for an amount of time that would have justified approval by the Owner if not for the need and right to accelerate, the Prime Contractor may initiate a Claim for acceleration costs pursuant to Subparagraph 4.3(a). Any resulting Claim for acceleration costs properly initiated by the Prime Contractor under Subparagraph 4.3(a) above shall

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

be limited to those reasonable and documented direct costs of labor, materials, equipment, and supervision solely and directly attributable to the actual acceleration activity necessary to bring the Work back within the then existing approved construction schedule. These direct costs include the premium portion of overtime pay, additional crew, shift, or equipment costs if requested in advance by the Contractor and approved in writing by the Owner. A percentage markup for the prorated cost of premium on the existing performance and payment bonds and required insurance; provided however, not to exceed five (5%) per cent, will be allowed on the claimed acceleration costs. NO OTHER MARKUP FOR PROFIT, OVERHEAD (INCLUDING BUT NOT LIMITED TO HOME OFFICE OVERHEAD) OR ANY OTHER COSTS WILL BE ALLOWED ON ANY ACCELERATION CLAIM. The Owner shall not be liable for any costs related to an acceleration claim other than those described in this Clause (i)(3).

(i) Waiver of Claims; Final Payment. The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

(1) claims, security interests, purported liens, or other attempted encumbrances arising out of the Contract and remaining unsettled;

(2) defective or nonconforming Work appearing after Substantial Completion;

(3) latent defects, as defined in Subparagraph 12.2(d), appearing after Final Completion; or

(4) the terms of general and special warranties required by the Contract Documents or allowed or implied by law.

(k) THE CONTRACTOR SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES AS A PART OF ANY CLAIM MADE UNDER THE CONTRACT DOCUMENTS OR IN ANY SUBSEQUENT LAWSUIT OR ALTERNATIVE DISPUTE RESOLUTION PROCEEDING.

(l) No Waiver of Governmental Immunity. NOTHING IN THE CONTRACT DOCUMENTS SHALL BE CONSTRUED TO WAIVE THE OWNER'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY APPLICABLE STATE LAW.

ARTICLE 5 - SUBCONTRACTORS

5.1 DEFINITIONS OF SUBCONTRACTOR

(a) A Subcontractor is person or entity who has a direct Contract with the Prime Contractor to perform a portion of the Work at the Project site or to supply materials or equipment to the Prime Contractor by purchase or lease for use in performance of or incorporation into the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the

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Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(b) A Sub-subcontractor is a person or entity who has a direct or indirect Contract with a Subcontractor to perform a portion of the Work at the Project site or to supply materials or equipment to the Subcontractor or another Sub-subcontractor by purchase or lease for use in performance of or incorporation into the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

(a) Immediately after the award of the Contract by the Owner, and before the Building Construction Services Agreement is signed by the Prime Contractor and the Owner, the Prime Contractor shall furnish to the Architect/Engineer in writing, for acceptance by the Owner and the Architect/Engineer, a list of the names, addresses, telephone numbers, M/WBE certification numbers (where applicable), and type of work of the Subcontractors (including those who are to furnish materials or equipment fabricated to a special design), proposed for the principal portions of the Work, including furnishings when made a part of the Contract. The Prime Contractor shall immediately notify the Owner in writing of any changes in the list as they occur. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect/Engineer to reply promptly shall constitute notice of no reasonable objection.

(b) The Prime Contractor shall not Contract with a proposed person or entity to whom the Owner or Architect/Engineer has made reasonable and timely objection.

(c) Architect/Engineer's and Owner's approval of or objection to any Subcontractor or of a particular process or material will not relieve the Prime Contractor of his responsibility for performance of Work as called for under the Contract Documents, and shall not provide a basis for any claim for additional time or money on the part of the Prime Contractor. Approval shall not be construed to create any contractual relationship between the Subcontractor and either the Owner or Architect/Engineer. In no event shall the Contract Sum be increased as a result of the rejection of any Subcontractor.

(d) The Prime Contractor shall not change a Subcontractor previously selected if the Owner or Architect/Engineer makes reasonable objection to such change.

5.3 SUBCONTRACTUAL RELATIONS

(a) By appropriate agreement, written where legally required for validity, the Prime Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Prime Contractor by the terms of the Contract Documents (including but not limited to these General Conditions), and to assume toward the Prime

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Contractor all the obligations and responsibilities which the Prime Contractor, by the Contract Documents, assumes toward the Owner and the Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and the Architect/Engineer under the Contract Documents (including but not limited to these General Conditions) with respect to the Work to be performed by the Subcontractor so that subcontracting will not prejudice the rights of the Owner and the Architect/Engineer. Where appropriate, the Prime Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Prime Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor is to be bound. Subcontractors shall similarly make copies of applicable portions of such Documents available to their respective proposed Sub-subcontractors.

(b) The Prime Contractor is solely responsible for making payments properly to the Prime Contractor's Subcontractors on the Project. During performance of the Work, the Prime Contractor shall comply with the following additional rules regarding Subcontractor payments:

(1) The Prime Contractor shall submit, beginning with the Second Application and Certificate for Payment, a Subcontractor Payment Report (the "Report") with each Application and Certificate for Payment. The Report shall show all payments made to date by the Prime Contractor (plus existing retainage) to each Subcontractor involved in the Project. The Report shall be made on a form approved and supplied by the Owner. As an alternative to the Report, the Prime Contractor may furnish Affidavits of Payment Received with the Application and Certificate for Payment, which affidavits shall be executed by each Subcontractor owed money and paid by Subcontractor during the previous progress payment period for work or materials furnished on the Project. RECEIPT BY THE OWNER OF THE REPORT OR AFFIDAVITS OF PAYMENT RECEIVED SHALL BE A CONDITION PRECEDENT TO PAYMENT ON ANY APPLICATION FOR PAYMENT .

(2) If, for any reason, the Prime Contractor is withholding payment to a Subcontractor due to a dispute or other problem with performance, the Prime Contractor shall note the amount withheld and further note that the payment is in dispute. The Owner may, in its sole discretion, require the Prime Contractor to document and verify the dispute or other problem in question.

(3) The Owner reserves the right in its sole discretion, to withhold payment to the Prime Contractor pursuant to Paragraph 9.5(a) of the General Conditions, should it appear from the Report, statements of payment received or other information furnished to the Owner that:

(i) the Report has not been properly completed;

(ii) the Prime Contractor has knowingly provided false information regarding payment of any Subcontractor; or

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(iii) the Prime Contractor has otherwise failed to make payments properly to any Subcontractor.

(4) THE PRIME CONTRACTOR SHALL NOT HAVE ANY RIGHT TO MAKE A CLAIM FOR ADDITIONAL TIME OR ADDITIONAL COMPENSATION AS A RESULT OF THE OWNER'S OR ARCHITECT/ENGINEER'S ENFORCEMENT OF THIS SUBPARAGRAPH 5.3(b). NO PROVISION OF THIS SUBPARAGRAPH OR ANY OF THE CONTRACT DOCUMENTS SHALL BE CONSTRUED TO CREATE A CONTRACTUAL RELATIONSHIP, EXPRESS OR IMPLIED, BETWEEN ANY SUBCONTRACTOR AND EITHER THE OWNER OR THE ARCHITECT/ENGINEER AND SHALL NOT BE CONSTRUED TO MAKE ANY SUBCONTRACTOR OR ANY OTHER PERSON OR ENTITY, A THIRD-PARTY BENEFICIARY OF THE CONTRACT BETWEEN THE OWNER AND THE PRIME CONTRACTOR.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

In the event of a termination of this Contract by the Owner under Article 14, the Prime Contractor shall, if requested in writing by the Owner, within fifteen (15) days after the date notice of termination is sent, deliver and assign to Owner, or any person or entity acting on the Owner's behalf, any or all subcontracts made by Prime Contractor in the performance of the Work, and deliver to the Owner true and correct originals and copies of the subcontract documents. In the event assignment is not requested by the Owner, Prime Contractor shall terminate all subcontracts to the extent that Owner has not directed assignment of same and to the extent that they relate to the performance of Work terminated by the notice of termination.

ARTICLE 6 - CONSTRUCTION BY THE OWNER/ SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

(a) The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project site under Conditions of the Contract identical or substantially similar to these General Conditions, including those portions related to insurance and waiver of subrogation. If the Prime Contractor claims that delay or additional cost is involved because of such action by the Owner, the Prime Contractor shall make a claim as provided elsewhere in, and in accordance with the Contract Documents.

(b) When separate Contracts are awarded for different portions of the Project or other construction or operations on the Project site, the term "Contractor" in the Contract

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Documents in each case shall mean the Contractor who executes each separate Building Construction Services Agreement with the Owner.

(c) The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Prime Contractor, who shall cooperate with them. The Prime Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Prime Contractor shall, with the approval of the Owner, make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Prime Contractor, separate contractors, and the Owner until subsequently revised by mutual agreement or by written Change Order. If the Prime Contractor believes it is entitled to an adjustment of the Contract Sum under the circumstances, the Prime Contractor shall submit a written proposal for a Change Order pursuant to Article 7 of the General Conditions. In the event the Prime Contractor's Change Order proposal is denied by the Owner, the Prime Contractor must submit any Claim pursuant to Paragraph 4.3 of the General Conditions.

(d) Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Prime Contractor under these General Conditions, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

(a) The Prime Contractor shall afford the Owner and separate contractors' reasonable opportunity for access to and storage of their materials and equipment and the performance of their activities and shall coordinate the Prime Contractor's construction and operations with the separate contractors as required by the Contract Documents.

(b) If part of the Prime Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Prime Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer apparent discrepancies or defects in the other construction that would render it unsuitable for proper execution and results. Failure of the Prime Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Prime Contractor's Work, except as to defects not then reasonably discoverable.

(c) The Owner shall not be liable to the prime Contractor for damages suffered by the Prime Contractor due to the fault or negligence of a separate contractor or through failure of a separate contractor to carry out the directions of the Owner or the Architect/Engineer. Should any interference occur between the Prime Contractor and a separate contractor, the Architect/Engineer or the Owner may furnish the Prime Contractor with written instructions designating priority of effort or change in methods, whereupon the Prime Contractor shall immediately comply with such direction. In such event, the Prime Contractor shall be entitled to an extension of the Contract Time only for unavoidable

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delays verified by the Architect/Engineer; no increase in the Contract Sum, however, shall be due to the Prime Contractor.

(d) The Prime Contractor shall promptly remedy damage wrongfully caused by the Prime Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2(e).

(e) Should the Prime Contractor cause damage to the work or property of any separate contractor on the Project, the Prime Contractor shall, upon due notice, settle with the separate contractor by agreement, if the separate contractor will so settle. If the separate contractor sues the Owner or submits a claim on account of any damage alleged to have been so sustained, the Owner shall notify the Prime Contractor who shall defend such proceedings, at the Prime Contractor's sole expense, and if any judgment or award against the Owner arises from the separate contractor's claim, the Prime Contractor shall fully pay or satisfy it and shall reimburse the Owner for any and all attorney's fees and costs which the Owner has incurred.

(f) The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Prime Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the Project Site and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up, but is not obligated to do so, and Owner shall allocate the cost among those parties responsible, as the Architect/Engineer recommends to be just.

ARTICLE 7 - AMENDMENTS

7.1 CHANGE ORDERS

(a) A Change Order is a written order to the Contractor, signed by the Owner and the Architect/Engineer, issued after execution of the Contract, authorizing a change in the Work, an adjustment in the Contract Sum, or an adjustment to the Contract Time, consistent with other applicable provisions of this Contract. The Owner, without invalidating the Contract and without requiring notice of any kind to the sureties, may order changes to the scope of Work under the Contract by additions, deletions, or other revisions, the Contract Sum and Contract Time to be adjusted consistent with other applicable provisions of this Contract. All Change Orders shall be executed on a Change Order form approved by the Owner and the Owner's City Attorney.

(b) In addition to the Owner and the Architect/Engineer, the Contractor shall sign all Change Orders to verify and confirm the terms and conditions established by Change Order; however, should the Contractor refuse to sign a Change Order, this shall not relieve him of his obligation to perform the change directed by the Owner and the Architect/Engineer to the best of his ability in accordance with the provisions of this Article 7. A Change Order

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signed by the Contractor indicates his agreement with all of the changes approved, including the adjustment in the Contract Sum or the Contract Time. EACH CHANGE ORDER SHALL BE SPECIFIC AND FINAL AS TO PRICES AND EXTENSIONS OF TIME, WITH NO RESERVATIONS OR OTHER PROVISIONS ALLOWING FOR FUTURE ADDITIONAL MONEY OR TIME AS A RESULT OF THE PARTICULAR CHANGES IDENTIFIED AND FULLY COMPENSATED IN THE CHANGE ORDER. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work. The Contractor forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order. This release applies to claims related to the cumulative impact of all Change Orders and to any claim related to the effect of a change on other Work.

(c) No extra work (except under emergency conditions) or changes shall be made nor shall any substitutions, changes or additions to or omissions or deviations from the requirements of the Drawings and Specifications be made unless pursuant to a written Change Order signed by the Owner and the Architect/Engineer, it being expressly understood that the Owner shall not be liable for the cost of extra work or any substitution, change, addition, omission or deviation from the requirements of the Drawings or Specifications unless the same shall have been authorized in writing by the Owner and the Architect/Engineer in a written change order or other Amendment. The provisions of this Paragraph 7.1 shall control in the event of any inconsistency between such provisions and the other provisions of this Article 7. See Subparagraph 10.3(a) of the General Conditions for Change Orders under emergency conditions.

(d) The method of determining the cost or credit to the Owner for any change in the Work shall be one of the following:

(1) mutual acceptance of a not-to-exceed lump-sum amount properly itemized and supported by sufficient substantiating data to permit evaluation; or

(2) unit prices stated in the Contract Documents or subsequently agreed upon; or

(3) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

(4) the forceaccount method provided in Subparagraph 7.1(e)

(e) If the parties cannot agree to one of the methods of calculating cost provided in Clauses (d) (1), (d) (2), or (d) (3), or if the parties agree to a method but cannot agree on a final dollar figure; or if the Contractor for whatever reason refuses to sign the Change Order in question;the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of the Work involved shall then be calculated on the basis of the reasonable jobsite expenditures and savings of those performing the Work attributable to the changes, including a reasonable allowance for overhead and profit, such allowance in any case never to exceed fifteen (15%) per cent. In such case, the Contractor shall keep an itemized accounting of the Work involved, on a

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daily basis, in such form and with the appropriate supporting data as the Architect/Engineer and Owner may prescribe. Sworn copies of the itemized accounting shall be delivered to the Architect/Engineer each day during the performance of force account work, with copies to the Owner.

FAILURE OF THE CONTRACTOR TO SUBMIT THE SWORN-TO ITEMIZED ACCOUNTING DAILY AS REQUIRED HEREIN SHALL CONSTITUTE A WAIVER BY THE CONTRACTOR OF ANY RIGHT TO DISPUTE THE OWNER'S DETERMINATION OF THE AMOUNT DUE THE CONTRACTOR FOR FORCE ACCOUNT WORK. Costs to be charged under this Subparagraph for force account work are limited to the following:

(1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance;

(2) costs of materials, supplies and equipment (but not to include off-site storage unless approved in writing by the Owner), whether incorporated or consumed;

(3) rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

(4) costs of premiums for all bonds and insurance related to the Work; and

(5) additional costs of supervision and field office personnel directly attributable to the changed Work. Pending final determination of cost to the Owner, payment of undisputed amounts on force account shall be included on the Architect/Engineer's Certificate of Payment as work is completed.

(f) The amount of credit to be allowed to the Owner for any deletion of Work or any other change which results in a net decrease of the Contract Sum shall be the amount of actual net cost confirmed by the Architect/Engineer plus the stated percentage for overhead and profit. When both additions and deletions or credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease with respect to that change.

7.2 SUPPLEMENTAL AGREEMENTS

A written Supplemental Agreement can also be used to implement changes in the Work instead of a Change Order form, including but not limited to situations involving partial occupancy of the Work under Paragraph 9.8, a change made to the Drawings or the Specifications without an increase in the Contract Sum, or special circumstances where it is necessary or more appropriate for the Owner to use a Supplemental Agreement. Written Supplemental Agreements shall have a status equal to that of Change Orders for purposes of priority of Contract Documents interpretation, except that to the extent of a conflict, later Supplemental Agreements in time control over earlier Supplemental Agreements, and the latest Change Order or Supplemental Agreement in time controls over earlier dated Change Orders and Supplemental Agreements. The rules of Subparagraphs 7.1(b) through (f) shall also apply to the negotiation and execution of Supplemental

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Agreements. **7.3 MINOR CHANGES IN THE WORK**

The Architect/Engineer, after notifying the Owner, shall be authorized to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Minor changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly. These written orders shall not be deemed to change or impact the Contract Sum or the Contract Time. Contractor shall have no Claim for any minor change ordered to the Work under this Paragraph 7.3 unless the Contractor submits its change proposal, prior to complying with the minor change ordered and in no event later than ten (10) working days from the date the minor change was ordered, to the Owner for approval.

7.4 TIME REQUIRED TO PROCESS AMENDMENTS

(a) All of the Contractor's responses to proposal requests shall be accompanied by a complete, itemized breakdown of costs. Responses to proposal requests shall be submitted sufficiently in advance of the required work to allow the Owner and the Architect/Engineer a minimum of thirty (30) calendar days after receipt by the Architect/Engineer to review the itemized breakdown and to prepare or distribute additional documents as may be necessary. All of the Prime Contractor's responses to proposal requests shall include a statement that the cost described in the response represents the complete, total and final cost and additional Contract Time associated with the extra work, change, addition to, omission, deviation, substitution, or other grounds for seeking extra compensation under the Contract Documents, without reservation or further recourse.

(b) All Amendments require approval by either the City Council or, where authorized by the State law and City ordinance, by the City Manager pursuant to Administrative Action. The approval process requires a minimum of forty-five (45) calendar days after submission to the Owner in final form with all supporting data. Receipt of a submission by Owner does not constitute acceptance or approval of a proposal, nor does it constitute a warranty that the proposal will be authorized by City Council Resolution, Ordinance or Administrative Action. THE TIME REQUIRED FOR THE APPROVAL PROCESS SHALL NOT BE CONSIDERED A DELAY AND NO EXTENSIONS TO THE CONTRACT TIME OR INCREASE IN THE CONTRACT SUM WILL BE CONSIDERED OR GRANTED AS A RESULT OF THIS PROCESS. Pending the approval described above, the Contractor will proceed with the work under a pending Amendment only if directed in writing by the Owner.

ARTICLE 8 - CONTRACT TIME

8.1 DEFINITIONS

(a) Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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(b) The date of commencement of the Work is the date established in the Notice to Proceed from the Owner. The date of commencement shall not be postponed by the failure of the Prime Contractor, or of persons or entities for whom the Prime Contractor is responsible to act promptly to commence the Work. If the Owner unreasonably delays the issuance of the notice to proceed, through no fault of the Prime Contractor, the Prime Contractor shall be entitled only to an equitable extension of the Contract Time; the Contract Sum shall remain unchanged.

(c) The date of Substantial Completion is the date certified by the Architect/Engineer in accordance with Paragraph 9.7.

(d) The term "day" as used in the Contract Documents shall mean a calendar day, beginning and ending at 12:00 midnight, unless otherwise specifically defined by special provision.

8.2 PROGRESS AND COMPLETION

(a) **Time limits stated in the Contract Documents are of the essence of the Contract.** By executing the Building Construction Services Agreement, the Prime Contractor confirms that the Contract Time is a reasonable period for performing the Work.

(b) The Prime Contractor shall not knowingly, except by agreement with or instruction of the Owner in writing, prematurely commence operations on the Project site or elsewhere prior to the effective date of insurance to be furnished by the Prime Contractor as required by Article 11. The date of commencement of the Work shall not be changed by the effective date of insurance required by Article 11.

8.3 DELAYS AND EXTENSIONS OF TIME

(a) If the Prime Contractor is delayed at any time in the progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Prime Contractor's control, or by delay authorized by the Owner pending a claim, or by other causes which the Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect/Engineer and Owner may determine.

(b) Claims relating to Contract Time and time extensions shall be made in accordance with the applicable provisions of Paragraph 4.3.

(c) No Damages for Delay. NOTWITHSTANDING ANY OTHER PROVISIONS OF THE CONTRACT DOCUMENTS, INCLUDING THE GENERAL CONDITIONS, NO ADJUSTMENT SHALL BE MADE TO THE CONTRACT SUM AND THE PRIME CONTRACTOR SHALL NOT BE ENTITLED TO CLAIM OR RECEIVE ANY ADDITIONAL COMPENSATION AS A RESULT OF OR ARISING OUT OF ANY DELAY, HINDRANCE, DISRUPTION, FORCE MAJEURE, IMPACT, OR

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INTERFERENCE, INTENTIONAL OR UNINTENTIONAL, FORESEEN OR UNFORESEEN, WHICH INCREASES THE TIME TO COMPLETE THE WORK, INCLUDING BUT NOT LIMITED TO ANY DELAYS CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, FAILURES, NEGLIGENCE, OR FAULT OF THE OWNER, THE ARCHITECT/ENGINEER, OR THE OWNER'S REPRESENTATIVE, AN EXTENSION OF THE CONTRACT TIME UNDER SUBPARAGRAPH 8.3(a) BEING THE PRIME CONTRACTOR'S SOLE REMEDY.

(d) The Owner shall have the right to occupy, without prejudice to the right of either party, any completed or largely completed portions of the structure or Work, notwithstanding the fact that the Contract Time for completing all or a portion of the Work may not have expired. Partial occupancy and use shall not be deemed as an acceptance of the Work taken or used.

(e) The Prime Contractor shall promptly suspend the Work when either the Prime Contractor or the Owner is ordered to do so by a court order from a court having lawful jurisdiction, and the Prime Contractor will not be entitled to additional compensation by virtue of any delays resulting from the court order. The Prime Contractor will also not be liable to the Owner for a delay caused in fact by the Work being suspended by a court order.

(f) The Architect/Engineer, with the consent of the Owner, shall have the authority to suspend the Work, in whole or in part, for such period or periods as the Architect/Engineer deems necessary due to unusual or severe weather conditions as are considered unfavorable for the suitable prosecution of the Work, or due to failure on the part of the Prime Contractor to correct conditions considered unsafe for workmen or the general public. If it should become necessary to stop the Work for an indefinite period, the Prime Contractor shall store all materials in such a manner that they will not obstruct or impede the public unnecessarily or become damaged in any way, and shall take every precaution to prevent damage or deterioration of the Work performed. In cases of suspension of the Work under this Subparagraph, the Prime Contractor shall also provide suitable drainage about the Work and erect temporary structures where necessary. The Prime Contractor shall not suspend the Work in whole or in part without written authority from the Architect/Engineer or the Owner, and shall resume the Work promptly when notified by the Architect/Engineer or the Owner to resume operations.

(g) In the event of a delay that is the responsibility of the Prime Contractor or any of the Subcontractors, for which the Prime Contractor is not entitled to a time extension under the provisions of this Contract, the Owner may direct that the Work be accelerated by means of overtime, additional crews or additional shifts, or resequencing. This acceleration shall be at no cost to the Owner and will continue until the Contract Time is restored. In the event of a delay for which the Prime Contractor is entitled to a time extension, as determined by the Architect/Engineer, Owner may similarly direct acceleration and the Prime Contractor agrees to perform same on the basis that the Prime Contractor will be reimbursed only to the extent described in Subparagraph 4.3(i). THE PRIME CONTRACTOR EXPRESSLY WAIVES ANY OTHER COMPENSATION RESULTING FROM ACCELERATION, SUCH AS LOSS OF LABOR PRODUCTIVITY OR EFFICIENCY.

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ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Building Construction Services Agreement and, including authorized adjustments, is the total amount of compensation payable by the Owner to the Prime Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Before the first Application for Payment, the Prime Contractor shall submit to the Architect/Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, when approved by the Architect/Engineer and the Owner, shall be used as a basis for the Prime Contractor's Application for Payment. The schedule of values shall follow the trade division of the Specifications. Prime Contractor's Application for Payment shall be filed on the current version of AIA Form G702 (Application and Certificate for Payment), as approved by the Owner.

9.3 APPLICATIONS FOR PAYMENT

(a) At least ten (10) days before the date established for each progress payment, the Prime Contractor shall submit to the Architect/Engineer an itemized Application for Payment for Work completed in accordance with the schedule of values. The Application shall be notarized, if required, and supported by data substantiating the Prime Contractor's right to payment as the Owner or Architect/Engineer may require, including but not limited to copies of requisitions from Subcontractors and material suppliers, and reflecting the applicable retainage as required in the Contract Documents. Prime Contractor's Application for Payment shall also provide other supporting documentation as the Owner or the other applicable provisions of the Contract Documents may require.

(b) Applications for Payment may not include requests for payment of amounts the Prime Contractor does not intend to pay to a Subcontractor because of a good faith dispute, unless the Prime Contractor complies with Clause 5.3(b) (2) of these General Conditions and the Prime Contractor's Payment Bond Surety consents in writing to payment to the Prime Contractor of the funds deemed to be in dispute.

(c) Unless otherwise provided in the Contract Documents, progress payments shall include payment for materials and equipment delivered and suitably stored at the Project site for subsequent incorporation into the Work within thirty (30) days after delivery to the Project site. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored away from the Project site at a location agreed upon in writing. Payment for costs incurred in storage of materials or equipment away from the Project site will NOT be made by Owner unless:

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(1) the Owner has given prior approval of such off-site storage in writing;
(2) the materials or equipment are stored in a bonded warehouse located in Denton County and identified with the Project for which they are stored, as evidenced by warehouse receipts and appropriate documents of title; and
(3) the materials or equipment stored off-site will be incorporated into the Work within thirty (30) days after delivery. STORAGE IN FACILITIES OF THE MANUFACTURER OR THE PRIME CONTRACTOR WILL NOT BE PERMITTED OR PAID FOR, UNLESS THE OWNER HAS EXPRESSLY GIVEN PRIOR APPROVAL OF SUCH STORAGE IN WRITING.

(d) The Prime Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Prime Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Prime Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

(e) All materials or equipment delivered to the Project site earlier than thirty (30) days prior to an approved schedule for delivery to the Project site shall be classified as an "early delivery." All early delivery materials or equipment must have the express written permission of the Owner to be stored on the Project site. If any unauthorized early delivery occurs, Prime Contractor shall, at Prime Contractor's expense or at the expense of the responsible Subcontractor or Supplier, cause such early delivery to be removed from the Project site and stored off-site until required at the Project site. All costs of labor, transportation and storage will be included as part of the expense. If the Prime Contractor fails or refuses to remove unauthorized early delivery materials, the Owner may cause such materials to be removed at the Prime Contractor's sole expense, and amounts may be withheld from the Prime Contractor's Application for Payment to reimburse the Owner for any costs incurred in removing unauthorized early delivery materials. OWNER WILL NOT BE RESPONSIBLE FOR THE PROTECTION OF OR RISK OF LOSS ON ANY EARLY DELIVERY MATERIALS OR EQUIPMENT, NOR WILL OWNER BE LIABLE FOR ANY PAYMENT FOR THE EARLY DELIVERY MATERIALS OR EQUIPMENT. Any materials or equipment classified as early delivery will not be approved for payment as stored materials prior to thirty (30) days before the incorporation of the materials or equipment into the Work, unless storage and payment at an earlier date is expressly approved in writing by the Owner.

(f) If the Contract Sum is equal to or less than $25,000, and if performance and payment bonds are not furnished by the Contractor, then no payment applied for will be payable under the Contract until the Work has been finally completed and accepted.

9.4 CERTIFICATES FOR PAYMENT

(a) The Architect/Engineer will, within ten (10) days after receipt of the Prime Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Prime Contractor, for such amount as the Architect/Engineer determines is properly

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due, or notify the Prime Contractor and Owner in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in:

(a) City of Denton "General Conditions for Building Construction."

(b) Subparagraph 9.5(a). The Certificate for Payment shall be issued on the current version of AIA Form G702 (Application and Certificate for Payment) as approved by the Owner.

(c) The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner, based on the Architect/Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect/Engineer's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial and Final Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Final Completion and to specific qualifications expressed by the Architect/Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Prime Contractor is entitled to payment in the amount certified, subject to the Owner's approval. The issuance of a Certificate for Payment is not a representation that the Architect/Engineer has:

(1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work;

(2) reviewed construction means, methods, techniques, sequences or procedures;

(3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Prime Contractor's right to payment; or

(4) made examination to ascertain how or for what purpose the Prime Contractor has used money previously paid on account of the Contract Sum.

(d) Whenever the Application for Payment for Work done since the last previous Application for Payment exceeds one hundred dollars ($100.00) in amount, Owner will pay a percentage of the Application, less applicable retainage, to the Prime Contractor within thirty (30) days following Owner's receipt and approval of the Certificate for Payment certified by the Architect/Engineer. The Application may include acceptable nonperishable materials delivered to the Work or stored as provided for in Paragraph 9.3(c) and the payment will be allowed on the net invoice value, less taxes and applicable retainage.

(e) The City is required to withhold retainage for public works contracts in which the total contract price estimate at the time of execution is more than $400,000; however, this requirement is applied by the City for all public works contracts in excess of $50,000. The retainage will be withheld by the Owner from each progress payment until final completion of the Work by the Contractor, approval of final completion by the Architect/Engineer, and final acceptance of the Work by the Owner. Unless otherwise required by state law, the retainage percentage as specified in Exhibit A is based upon the original Contract Sum,

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and will not be affected in the event the original Contract Sum is subsequently increased by Change Order.

(f) No progress payments shall be made on contracts where performance and payment bonds are not required or furnished. In such instances, payment for the Work performed will be made upon final completion and acceptance by the Owner of all Work.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

(a) The Architect/Engineer or the Owner may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner's interest, if in the Architect/Engineer's or Owner's opinion the representations to the Owner required by Subparagraph 9.4(b) cannot be made. If the Architect/Engineer or the Owner is unable to certify payment in the amount of the Application, the Architect/Engineer or the Owner will notify the Prime Contractor as provided in Subparagraph 9.4(a). If the Prime Contractor and Architect/Engineer or the Owner cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate for Payment for the amount for which the Architect/Engineer is able to make the required representations to the Owner. The Architect/Engineer or the Owner may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary, in the Architect/Engineer's or Owner's opinion, to protect the Owner from loss because of:

(1) defective or nonconforming Work not remedied;

(2) third-party claims filed or reasonable evidence indicating probable filing of such claims;

(3) failure of the Prime Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;

(4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

(5) damage to the Owner or another contractor;

(6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;

(7) persistent failure to carry out the Work in accordance with the Contract Documents; or

(8) mathematical or other errors that are discovered in the Application for Payment.

(b) When all of the above reasons that existed for withholding certification are removed or remedied, then, at that time, certification will be made for amounts previously withheld.

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(c) The Owner may, at its option, offset any progress payment or final payment under the Contract Documents against any debt (including taxes) lawfully due to the Owner from the Prime Contractor, regardless of whether the amount due arises pursuant to the terms of the Contract Documents or otherwise, and regardless of whether or not the debt due to the Owner has been reduced to judgment by a court.

9.6 PROGRESS PAYMENTS

(a) After the Architect/Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect/Engineer. The Owner shall not be liable for interest on any late or delayed progress payment or final payment caused by any claim or dispute, any discrepancy in quantities, any failure to provide supporting documentation or other information required with the Application for Payment or as a precondition to payment under the Contract Documents, or due to any payment the Owner or the Architect/Engineer has a right to withhold or not certify under the Contract Documents. Notwithstanding the foregoing, the Owner may refuse to make payment on any Certificate for Payment (including, without limitation, the final Certificate for Payment) for any default under the Contract Documents, including but not limited to those defaults set forth in Subparagraph 9.5(a), Clauses (1) through (7). The Owner shall not be deemed in default by reason of withholding payment while any Prime Contractor default remains uncured.

(b) The Prime Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Prime Contractor on account of each Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Prime Contractor on account of such Subcontractors portion of the Work. The Prime Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

(c) The Architect/Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Prime Contractor and action taken thereon by the Architect/Engineer and the Owner on account of portions of the Work done by such Subcontractor.

(d) Neither the Owner nor the Architect/Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law. That obligation belongs to the Prime Contractor or, in the event of the Prime Contractor's failure to pay a Subcontractor, to the Surety on the Payment Bond as required under Paragraph 11.3.

(e) Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6(b), (c), and (d).

(f) A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not performed in accordance with the Contract Documents.

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9.7 SUBSTANTIAL COMPLETION

(a) The Date of Substantial Completion of the Work, or designated portion of the Work, is the date certified by the Architect/Engineer when construction is sufficiently completed in accordance with the City Of Denton General Conditions For Building Construction.

(a) the Contract Documents such that the Owner may beneficially occupy and use the Work, or designated portions of the Work, for the purposes for which it is intended and only trivial and insignificant items remain which do not affect the Work as a whole.

(b) When the Prime Contractor considers that the Work, or the portion of the Work which the Owner agrees to accept separately, is Substantially Complete, the Prime Contractor shall prepare and submit to the Architect/Engineer a comprehensive list of remaining items to be completed or corrected. The Prime Contractor shall proceed promptly to complete and correct items on the list (hereinafter called the "punch list"). Failure to include an item on the punch list does not alter the responsibility of the Prime Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the punch list, the Architect/Engineer will make an inspection to determine whether the Work, or designated portion of the Work, is Substantially Complete. If the Architect/Engineer's inspection discloses any item, whether or not included on the punch list, which is not in accordance with the requirements of the Contract Documents and which renders the Work inspected not Substantially Complete the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct the item upon notification by the Architect/Engineer. The Prime Contractor shall then submit a request for another inspection by the Architect/Engineer to determine Substantial Completion. When the Work or designated portion of the Work is Substantially Complete, the Architect/Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and the Prime Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Prime Contractor shall finish all items on the punch list accompanying the Certificate.

(c) The Certificate of Substantial Completion shall be submitted to the Owner and the Prime Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

(d) Upon Substantial Completion of the Work or designated portion thereof and upon application by the Prime Contractor and certification by the Architect/Engineer, the Owner shall make payment, reflecting adjustment in retainage, if any, for the Work, or portion of the Work, as provided in the Contract Documents.

9.8 PARTIAL OCCUPANCY OR USE

(a) The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate Supplemental Agreement with the Prime Contractor, provided such occupancy or use is consented to by the insurer as

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required under Subparagraph 11.2(e) and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided the Owner and Prime Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Prime Contractor considers a portion Substantially Complete, the Prime Contractor shall prepare and submit a list to the Architect/Engineer as provided under Subparagraph 9.7(b). Consent of the Prime Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Prime Contractor or, if no agreement is reached, by decision of the Architect/Engineer.

(b) Immediately prior to such partial occupancy or use, the Owner, Prime Contractor, and Architect/Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

(c) Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

(a) Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer, accompanied by the Owner's representative, will promptly make final inspection and, when the Architect/Engineer finds the Work acceptable under the Contract Documents and the Contract Documents fully performed, the Architect/Engineer will promptly issue a final Certificate for Payment stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of the Architect/Engineer's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Prime Contractor and noted in said final Certificate is due and payable. The Architect/Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.9(b) as a condition precedent to the Prime Contractor's being entitled to final payment have been fulfilled. Owner will normally make final payment within thirty (30) days after Owner's receipt and approval of the final Certificate for Payment. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, unless otherwise provided by separate agreement between the Owner and the Prime Contractor.

(b) Neither final payment nor any remaining retained percentage shall become due until the Prime Contractor submits to the Architect/Engineer:

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(1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
(2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner;
(3) a written statement that the Prime Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
(4) a consent of surety to final payment; and
(5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

(c) As a precondition to final payment by the Owner under this Contract, the Prime Contractor's affidavit under Clause (b)(1) shall state that the Prime Contractor has paid each of his subcontractors, laborers or materialmen in full for all labor and materials provided to Contractor for the Work performed under this Contract. In the event the Prime Contractor has not paid each of his subcontractors, laborers or materialmen in full, the Prime Contractor shall state in the affidavit the amount owed and the name of each subcontractor, laborer or materialmen to whom such payment is owed. IN ANY EVENT, THE PRIME CONTRACTOR SHALL BE REQUIRED TO EXECUTE THE OWNER'S STANDARD AFFIDAVIT OF FINAL PAYMENT AND RELEASE AS A PRECONDITION TO RECEIPT OF FINAL PAYMENT.

(d) If, after Substantial Completion of the Work, final completion of the Work is materially delayed through no fault of the Prime Contractor or by issuance of Change Orders affecting final completion and the Architect/Engineer confirms the delay, the Owner shall, upon application by the Prime Contractor and certification by the Architect/Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect/Engineer prior to certification of payment. Payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(e) The acceptance by the Prime Contractor of the final payment shall operate as and shall be a complete release of the Owner from all claims or liabilities under the Contract, for anything done or furnished or relating to the Work or the Project, or for any act or neglect of the Owner relating to or connected with the Work or the Project.

ARTICLE 10 SAFETY, SECURITY AND UTILITY PROVISIONS; ENVIRONMENTAL

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COMPLIANCE

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Prime Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract, and will comply with all applicable City, County, State and Federal health and safety regulations.

10.2 SAFETY OF PERSONS AND PROPERTY

(a) The Prime Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(1) employees on the Work and other persons who may be affected thereby;

(2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Prime Contractor or the Prime Contractor's Subcontractors or Sub-subcontractors; and

(3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(b) The Prime Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

(c) The Prime Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(d) When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Prime Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

(e) USE OF EXPLOSIVES - CLAIMS AND TOTAL INDEMNIFICATION. The Owner shall have the right to pre-approve the use of any explosives on the Project; the Prime Contractor shall not assume in its bid that permission to use explosives will be granted. The Owner shall NOT be liable for any claim for additional time or compensation as a result of the Owner's denial of permission to use explosives. Where use of explosives is permitted by the Owner, the Prime Contractor EXPRESSLY AGREES TO BE SOLELY RESPONSIBLE for the determination as to whether explosives shall actually be used, and for any result from the use, handling or storage of explosives, and shall INDEMNIFY, DEFEND AND HOLD COMPLETELY HARMLESS the Owner, its officers, agents and employees, and the Architect/Engineer against any and all claims, lawsuits, judgments, costs or expenses for personal injury (including death), property damage or other harm for

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which recovery of damages is sought, suffered by any person or persons, as the result of the use, handling or storage of the explosives by the Prime Contractor or any Subcontractor, REGARDLESS OF WHETHER SAID USE, HANDLING OR STORAGE WAS NEGLIGENT OR NOT, AND REGARDLESS OF WHETHER THE DAMAGE OR INJURY WAS CONTRIBUTED TO IN ANY WAY BY THE NEGLIGENCE OR FAULT OF THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, OR THE ARCHITECT/ENGINEER AND ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES. In the event of conflict with any other indemnity paragraph in this Contract, this paragraph controls. This indemnity paragraph is intended solely for the benefit of the parties to this Contract and is not intended to create or grant any rights, contractual or otherwise, to or for any other person or entity. The Prime Contractor shall furnish the Owner and the Architect/Engineer with evidence of insurance sufficient to cover possible damage or injury, which insurance shall either include the Owner and the Architect/Engineer as additional insureds or be sufficiently broad in coverage as to fully protect the Owner and the Architect/Engineer. All explosives shall be stored in a safe and secure manner, under the care of a competent watchman at all times, and all storage places shall be marked clearly and conspicuously: "DANGEROUS-EXPLOSIVES." The method of storing and handling explosives and highly flammable materials shall conform to Federal and State laws, City of Denton ordinances, and the City of Denton Fire Department regulations. The Prime Contractor shall notify any telecommunications and public utility company and any private property owners having structures in the proximity of the Project Site of the Prime Contractor's intention to use explosives, and such notice shall be given sufficiently in advance to enable the telecommunications and public utility companies and private property owners to take such steps as they may deem necessary to protect their property from injury. The notice shall not relieve the Prime Contractor of any responsibility for damage resulting from any blasting operations.

(f) The Prime Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2(a)(2) and 10.2(a)(3) caused in whole or in part by the Prime Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Prime Contractor is responsible under Clauses 10.2(a)(2) and 10.2(a)(3), except damage or loss attributable to acts or omissions of the Owner or Architect/Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Prime Contractor or any of its Subcontractors. The foregoing obligations of the Prime Contractor are in addition to the Prime Contractor's obligations under Paragraph 3.19. To the extent that any such damage or loss may be covered by property insurance or other insurance required by the Contract Documents, the Owner and the Prime Contractor shall exercise their best efforts to make a claim and obtain recovery from the insurers to provide for the cost, in whole or in part, of the repair work or to provide for reimbursement for such damage or loss.

(g) The Prime Contractor shall designate a responsible member of the Prime Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall

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be the Prime Contractor's superintendent unless otherwise designated by the Prime Contractor in writing to the Owner and Architect/Engineer.

(h) The Prime Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

In an emergency affecting safety, health, or security of persons or property, the Prime Contractor shall act, at the Prime Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Prime Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

10.4 PUBLIC CONVENIENCE AND SAFETY

(a) The Prime Contractor shall place materials stored about the Work and shall conduct the Work at all times in a manner that causes no greater obstruction to the public than is considered necessary by the Owner. Sidewalks or streets shall not be obstructed, except by special permission of the Owner. The materials excavated and the construction materials or plant used in the performance of the Work shall be placed in a manner that does not endanger the Work or prevent free access to all fire hydrants, water mains and appurtenances, water valves, gas valves, manholes for the telephone, telegraph signal or electric conduits, wastewater mains and appurtenances, and fire alarm or police call boxes in the vicinity.

(b) The Owner reserves the right to remedy any neglect on the part of the Prime Contractor in regard to public convenience and safety which may come to the Owner's attention, after twenty-four (24) hours notice in writing to the Prime Contractor. In case of an emergency, the Owner shall have the right to immediately remedy any neglect without notice. In either case, the cost of any work done by the Owner to remedy the Prime Contractor's neglect shall be deducted from the Contract Sum. The Prime Contractor shall notify the City Traffic Control Department when any street is to be closed or obstructed. The notice shall, in the case of major thoroughfares or street upon which transit lines operate, be forty-eight (48) hours in advance. The Owner reserves the right to postpone or prohibit any closure or obstruction of any streets or thoroughfares to the extent necessary for the safety and benefit of the traveling public. The Prime Contractor shall, when directed by the Architect/Engineer or the Owner, keep any street or streets in condition for unobstructed use by City departments. When the Prime Contractor is required to construct temporary bridges or make other arrangements for crossing over ditches or around structures, the Prime Contractor's responsibility for accidents shall include the roadway approaches as well as the crossing structures.

10.5 BARRICADES, LIGHTS AND WATCHMEN

If the Work is carried on or adjacent to any street, alley or public place, the Prime Contractor shall, at the Prime Contractor's own cost and expense, furnish, erect and maintain sufficient

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barricades, fences, lights and danger signals, shall provide sufficient watchmen, and shall take such other precautionary measures as are necessary for the protection of persons or property and of the Work. All barricades shall be painted in a color that will be visible at night, shall indicate in bold letters thereon the Prime Contractor's name and shall be illuminated by lights from sunset to sunrise. The term "lights," as used in this Paragraph, shall mean flares, flashers, or other illuminated devices. A sufficient number of barricades with adequate markings and directional devices shall also be erected to keep vehicles from being driven on or into any Work under construction. The Prime Contractor will be held responsible for all damage to the Work due to failure of barricades, signs, lights and watchmen to protect the Work. Whenever evidence is found of such damage, the Architect/Engineer may order the damaged portion immediately removed and replaced by the Prime Contractor at Prime Contractor's cost and expense. The Prime Contractor's responsibility for maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the Project has been finally accepted by the Owner.

10.6 PUBLIC UTILITIES AND OTHER PROPERTIES TO BE CHANGED

In case it is necessary to change or move the property of the Owner or of any telecommunications or public utility, such property shall not be removed or interfered with until ordered to do so by the Architect/Engineer. The right is reserved to the owner of any public or private utilities to enter upon the Project site for the purpose of making such changes or repairs of their property that may become necessary during the performance of the Work. The Owner reserves the right of entry upon the Project site for any purpose, including repairing or relaying sewer and water lines and appurtenances, repairing structures, and for making other repairs, changes, or extensions to any of the Owner's property. The Owner's actions shall conform to the Prime Contractor's current and approved schedule for the performance of the Work, provided that proper notification of schedule requirements has been given to the Owner by the Prime Contractor.

10.7 TEMPORARY STORM SEWER AND DRAIN CONNECTIONS

When existing storm sewers or drains have to be taken up or removed, the Prime Contractor shall at his own expense provide and maintain temporary outlets and connections for all public and private storm sewers and drains. The Prime Contractor shall also take care of all storm sewage and drainage which will be received from these storm drains and sewers; for this purpose, the Prime Contractor shall provide and maintain, at the Prime Contractor's own expense, adequate pumping facilities and temporary outlets or diversions. The Prime Contractor shall, at the Prime Contractor's own expense, construct such troughs, pipes, or other structures necessary and shall be prepared at all times to dispose of storm drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing storm sewers and connections shall be kept in service and maintained under the Contract, except where specified or ordered to be abandoned by the Architect/Engineer. All storm water and sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the Work under construction will be adequately protected.

10.8 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE OWNER;

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

ELECTRICITY FOR THE PROJECT

(a) When the Prime Contractor desires to use the Owner's water in connection with the Work, the Prime Contractor shall make complete and satisfactory arrangements with the Denton Water Utilities Department and shall be responsible for the cost of the water the Prime Contractor uses. Where meters are used, the charge will be at the regular established rate; where no meters are used, the charge will be as prescribed by City ordinance, or where no ordinance applies, payment shall be based on estimates made by the Denton Water Utilities Department.

(b) The Prime Contractor shall make complete and satisfactory arrangements for electricity and metered electrical connections with the Owner or with Denton Municipal Electric in the event that separately metered electrical connections are required for the Project. The Prime Contractor shall pay for all electricity used in the performance of the Work through separate metered electrical connections obtained by the Prime Contractor through the City of Denton.

10.9 USE OF FIRE HYDRANTS

The Prime Contractor, Subcontractors, and any other person working on the Project shall not open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock, or tap any water main belonging to the Owner, unless duly authorized to do so by the Denton Water Utilities Department in accordance with the Denton City Code.

10.10 ENVIRONMENTAL COMPLIANCE

(a) The Prime Contractor and its Subcontractors are deemed to have made themselves familiar with and at all times shall comply with all applicable federal, state or local laws, rules, regulations, ordinances, and rules of common law now in effect (including any amendments now in effect), relating to the environment, Hazardous Substances or exposure to Hazardous Substances, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. §§ 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. §§ 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A §§ 1201, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601, et seq.; the Clean Air Act, 42 U.S.C.A. §§ 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. §§ 3808, et seq., and any current judicial or administrative interpretation of these laws, rules, regulations, ordinances, or rules of common law, including but not limited to any judicial or administrative order, consent decree, or judgment affecting the Project.

(b) In the event the Prime Contractor encounters on the site materials reasonably believed to be a Hazardous Substance that have not been rendered harmless, and removal of such materials is not a part of the scope of Work required under the Contract Documents, the Prime Contractor shall immediately stop Work in the affected area and report in writing the facts of such encounter to the Architect/Engineer and the Owner.

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Work in the affected area shall not thereafter be resumed except by written order of the Owner unless and until the material is determined not to be a Hazardous Substance or the Hazardous Substance is remediated. The Owner may choose to remediate the Hazardous Substance with a separate contractor or through a Change Order with the Prime Contractor. If the Owner determines that the Hazardous Substance exists in the affected area due to the fault or negligence of the Prime Contractor or any of its Subcontractors, the Prime Contractor shall be responsible for remediating the condition at the sole expense of the Prime Contractor in accordance with the Prime Contractor's APPROVED Spill Remediation Plan. An extension of the Contract Time for any delay in the progress schedule caused as a result of the discovery and remediation of a Hazardous Substance may be granted by the Owner only if all remaining Work on the Project must be suspended and the delay cannot be made up elsewhere in the progress schedule. Any request for an extension of the Contract Time related to the discovery and remediation of a Hazardous Substance is subject to the provisions of Paragraph 4.3 and Article 8.

(c) The Prime Contractor shall be responsible for identification, abatement, cleanup, control, removal, remediation, and disposal of any Hazardous Substance brought into or upon the site by the Prime Contractor or any Subcontractor or Supplier. The Prime Contractor shall obtain any and all permits necessary for the legal and proper handling, transportation, and disposal of the Hazardous Substance and shall, prior to undertaking any abatement, cleanup, control, removal, remediation, and disposal, notify the Owner and the Architect/Engineer so that they may observe the activities; provided, however, that it shall be the Prime Contractor's sole responsibility to comply with all applicable laws, rules, regulations, or ordinances governing the activities.

(d) Spill Prevention Plan. At least seventy-two (72) hours prior to commencing performance of any of the Work at the Project site, the Prime Contractor shall submit to the Owner for review and approval a Spill Prevention and Response Plan (SPRP) meeting the requirements of federal and state law, rules, and regulations. The SPRP shall be specially designed for the Prime Contractor's planned work methods and procedures. The SPRP shall be designed to complement all applicable safety standards, fire prevention regulations, and pollution prevention policies and procedures. The SPRP shall include estimates of the quantity and rate of flow should equipment fail, and detail containment or diversionary structures to prevent spills from leaving the site or migrating into adjacent properties or navigable waters. The SPRP shall include methods of recovery of spilled materials and all applicable twenty-four (24) hour emergency phone numbers, including without limitation that of the Owner's Project Manager or other designated representative. The Prime Contractor shall not commence any field work prior to approval of such plan by the Owner. The following additional rules shall apply with respect to spills caused by the Prime Contractor or a Subcontractor:

(1) The Prime Contractor shall immediately report any spill or release at the Project site, whether or not it is associated with this Contract, to the Owner's Project Manager or other designated representative. Thereafter, within two (2) working days after the occurrence of such event, the Prime Contractor shall submit a written

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report describing such event in a degree of detail reasonably acceptable to the Owner.

(2) The Prime Contractor shall immediately respond in accordance with the SPRP in the event of a spill.

(3) The Prime Contractor shall dispose of spilled materials in accordance with EPA and Texas Commission on Environmental Quality (TCEQ) regulations and any other applicable federal, state, or local laws, rules, or regulations. In connection with such disposals, the Prime Contractor shall use only those transporters and disposal facilities that are approved in advance in writing by the Owner. A copy of all transport manifests for the spilled materials shall be obtained and retained in the Prime Contractor's records for reference purposes, to be provided upon request of the Architect/Engineer, the Owner, or any governmental regulatory agency with jurisdiction over the matter. ALL COSTS OF COLLECTION, CONTAINMENT, AND DISPOSAL OF SPILLED MATERIALS SHALL BE THE SOLE RESPONSIBILITY OF THE PRIME CONTRACTOR.

(4) For purposes of this Subparagraph (e), the term "spill" includes any kind of environmental discharge or release.

(e) Clean Air Management Plan. The Prime Contractor shall comply with the Clean Air Management Plan submitted to and approved by the Owner during the contractor selection process. The Owner reserves the right, at the Prime Contractor's sole expense, to require the removal or retrofitting of any equipment used in the course of construction that does not comply with the Plan submitted to and approved by the Owner.

(f) The Prime Contractor shall deposit surplus or waste excavation or other materials removed as part of the Work at a legal disposal site in accordance with all applicable state, federal, and local laws, rules, regulations, and ordinances. The Prime Contractor shall submit to the Owner for review and approval all planned disposal sites or proposed uses for the surplus or waste excavation or other materials prior to removal of any excavation or other material from the Project site. A copy of all transport manifests for surplus or waste excavation or other materials shall be obtained and retained in the Prime Contractor's records for reference purposes, to be provided upon request to the Architect/Engineer, the Owner, or any governmental regulatory agency with jurisdiction over the matter.

(g) The Prime Contractor is responsible for obtaining all TXPDES Storm Water Permits from TCEQ for construction of the Project under regulations contained in 40 CFR Part 122, as amended, pursuant to the Clean Water Act, 33 U.S.C.A. §§1251 et seq. These regulations require the filing of a notice of intent to obtain and abide by the general storm water permit for construction activities promulgated by EPA, including but not limited to cleaning, grading, and excavation that disturb the applicable amount of total land area. In addition, the Prime Contractor shall comply with all regulations of the

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Owner relating to storm water and storm water runoff management at the Project site pursuant to Chapter 19, Article IX, Denton City Code, as amended.

(h) The Prime Contractor shall not install any materials in the performance of the Work that contain asbestos or asbestos-related material such as hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophylite or actinolite, whether friable or non-friable.

(i) The Owner reserves the right in its sole option to exercise the following remedies (without waiving the right to pursue the imposition of any civil or criminal fines or penalties that may be imposed under state, federal, or local laws or ordinances), at no additional cost to the Owner and without an extension of the Contract Time, in the event the Prime Contractor fails or refuses after seven (7) days advance written notice from the Owner to comply with the provisions of this Paragraph 10.10, the terms of the SPRP, the terms of the Clean Air Management Plan, any storm water permit or other environmental permit issued in connection with the Work, or any applicable environmental law, rule, regulation, or ordinance:

(1) suspend all or any portion of the Work until the noncompliance is corrected, or until a detailed plan to achieve compliance within a reasonably prompt period of time is prepared by the Prime Contractor and approved by the Owner;

(2) if the Prime Contractor fails to properly address the noncompliance within the time stipulated by the Owner, perform the necessary remediation or correction work and backcharge the Prime Contractor for the cost of the remediation or correction; or

(3) terminate the Contract for cause as provided in Article 13.

ARTICLE 11 INSURANCE AND BONDS

11.1 PRIME CONTRACTOR'S INSURANCE

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.2 PROPERTY INSURANCE

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.3 'UMBRELLA' LIABILITY INSURANCE

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Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.4 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.5 PERFORMANCE AND PAYMENT BONDS

(a) Subject to the provisions of Subparagraph 11.5(b), the Prime Contractor shall, with the execution and delivery of the Construction Services Agreement, furnish and file with the Owner in the amounts required in this Paragraph, the surety bonds described in Clauses (a)(1) and (a)(2) below, which surety bonds shall be in accordance with the Charter of the City of Denton and the provisions of Chapter 2253, Texas Government Code, as amended; each bond shall be signed by the Prime Contractor, as Principal, and by an established bonding company, as surety, meeting the requirements of Subparagraph 11.5(c) and approved by the Owner. The surety bonds shall be accompanied by an appropriate Power-of-Attorney clearly establishing the extent and limitations of the authority of each signer to so sign:

(1) Performance Bond. A good and sufficient bond in an amount equal to 100% of the total Contract Sum, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with Plans, Specifications and all other Contract Documents, including any Amendments thereof, for the protection of the Owner. This bond shall also provide for the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and acceptance of the improvements by the Owner or lesser or longer periods as may be otherwise designated in the Contract Documents.

(2) Payment Bond. A good and sufficient bond in an amount equal to 100% of the total Contract Sum, guaranteeing the full and prompt payment of all claimants supplying labor or materials in the prosecution of the Work provided for in the Contract Documents and any Amendments thereto, and for the use and protection of each claimant.

(b) If the Contract Sum, including Owner-accepted alternates and allowances, if any, is greater than $50,000, Payment bonds in 100% of the Contract Sum are mandatory and shall be required to be provided by the Contractor. If the Contract Sum is greater than $100,000, a Payment Bond and Performance Bond in 100% of the Contract amount is mandatory.

(c) No surety will be accepted by the Owner who is now in default or delinquent on any bonds or who is a party to any litigation against the Owner. All bonds shall be made and executed

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on the Owner's standard forms, shall be approved by the Owner, and shall be executed by not less than one corporate surety that is authorized and admitted to do business in the State of Texas, is licensed by the State of Texas to issue surety bonds, is listed in the most current United States Department of the Treasury List of Acceptable Sureties, and is otherwise acceptable to the Owner. Each bond shall be executed by the Prime Contractor and the surety, and shall specify that legal venue for enforcement of each bond shall lie exclusively in Denton County, Texas. Each surety shall designate an agent resident in Denton County, Texas to whom any requisite statutory notices may be delivered and on whom service of process may be had in matters arising out of the suretyship.

(d) Contractor will be required to furnish original performance and payment bonds for 100 percent of the total submission price before work is to commence. The Contractor shall assume all costs in increasing the bond limits if change orders are formally approved. Bonds shall be in accordance with the V.T.C.A Government Code Section 2253.021, as amended, from a surety licensed to do business in the State of Texas. The City, at its option, may waive the payment and performance bond requirements for projects of less than $50,000.

Bond forms are attached and shall be returned upon notice of contract award by the City. Bonds should be forwarded to the City of Denton within fourteen (14) calendar days from contract award. This contract is not fully executed until payment and performance bonds are received and accepted by the City. Upon approval, a purchase order will be issued.

(e) The failure of the Contractor to deliver the required statutory bonds and evidence of insurance within fourteen (14) calendar days after the Contract is awarded shall constitute a material breach of the Prime Contractor's bid proposal and the Owner may rescind the Contract award and collect or retain the proceeds of the bid security. By reason of the uncertainty of the market prices or materials and labor, and it being impracticable and difficult to determine accurately the amount of damages occurring to the Owner by reason of the Prime Contractor's failure to execute and furnish the statutory bonds within fourteen (14) calendar days, the filing of a bid proposal with the accompanying bid security will be considered as an acceptance of this Subparagraph 11.5(e). In the event the Owner should re-advertise for bids, the defaulting Prime Contractor shall not be eligible to bid, and the lowest responsible bid obtained in the re-advertisement shall be the bid referred to in this Paragraph.

ARTICLE 12 DEFECTIVE AND NONCONFORMING WORK

12.1 UNCOVERING OF WORK

(a) If a portion of the Work is covered contrary to the Architect/Engineer's request or to requirements specifically expressed in the Contract Documents, the Work must, if required in writing by the Architect/Engineer, be uncovered for the Architect/Engineer's

observation and be replaced at the Prime Contractor's expense without change in the Contract Time.

(b) If a portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to it being covered, the Architect/Engineer may request to see such Work and it shall be uncovered by the Prime Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If any Work is not in accordance with the Contract Documents, the Prime Contractor shall pay the costs of uncovering, repair, replacement unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

(a) The Prime Contractor shall promptly correct Work rejected by the Architect/Engineer as failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Prime Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect/Engineer's services and expenses made necessary thereby.

(b) If any of the Work is found to be defective or nonconforming with the requirements of the Contract Documents, the Prime Contractor shall correct it promptly after receipt of written notice from the Architect/Engineer or the Owner to do so unless the Owner has previously given the Prime Contractor a written acceptance or waiver of the defect or nonconformity. The Prime Contractor's obligation to correct defective or nonconforming Work remains in effect for:

(1) one year after the date of Substantial Completion of the Work or designated portion of the Work;

(2) one year after the date for commencement of warranties established by agreement in connection with partial occupancy under Subparagraph 9.8(a); or

(3) the stipulated duration of any applicable special warranty required by the Contract Documents.

(c) The one-year period described in Clauses (b)(1) and (b)(2) shall be extended with respect to portions of the Work performed, repaired, or corrected after Substantial Completion by the period of time between Substantial Completion and the actual completion of the Work.

(d) The obligations of the Prime Contractor under this Paragraph 12.2 shall survive final acceptance of the Work and termination of this Contract. The Owner shall give notice to the Prime Contractor promptly after discovery of a defective or nonconforming condition in the Work. The one-year period stated in Clauses (b)(1) and (b)(2) does not limit the ability of the Owner to require the Prime Contractor to correct latent defects or

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nonconformities in the Work, which defects or nonconformities could not have been discovered through reasonable diligence by the Owner or the Architect/Engineer at the time the Work was performed or at the time of inspection for certification of Substantial Completion or Final Completion. The one year period also does not relieve the Prime Contractor from liability for any defects or deficiencies in the Work that may be discovered after the expiration of the one year correction period.

(e) The Prime Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Prime Contractor nor accepted by the Owner.

(f) If the Prime Contractor fails to correct defective or nonconforming Work within a reasonable time after notice from the Owner or the Architect/Engineer, the Owner may correct it in accordance with Paragraph 2.4. If the Prime Contractor does not proceed with correction of defective or nonconforming Work within a reasonable time fixed by written notice from the Architect/Engineer, the Owner may remove or replace the defective or nonconforming Work and store the salvageable materials or equipment at the Prime Contractor's expense. If the Prime Contractor does not pay costs of removal and storage within ten days after written notice, the Owner may, upon ten (10) additional days written notice, sell the materials and equipment at auction or at private sale and shall account for the proceeds after deducting costs and damages that should have been borne by the Prime Contractor, including compensation for the Architect/Engineer's services and expenses made necessary as a result of the sale. If the proceeds of sale do not cover costs which the Prime Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments due to the Prime Contractor then or thereafter are not sufficient to cover the deficiency, the Prime Contractor shall pay the difference to the Owner.

(g) The Prime Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether the construction is completed or partially completed, that is caused by the Prime Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

(h) Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Prime Contractor might have under the Contract Documents. Establishment of the one-year time period as described in Subparagraph 12.2(b) relates only to the specific obligation of the Prime Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Prime Contractor's liability with respect to the Prime Contractor's obligations other than specifically to correct the Work.

(i) Any Work repaired or replaced pursuant to this Article 12 shall be subject to the provisions of Article 12 to the same extent as Work originally performed or installed.

12.3 ACCEPTANCE OF NONCONFORMING WORK

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The Owner may, in the Owner's sole discretion, accept Work which is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. The adjustment will be accomplished whether or not final payment has been made.

ARTICLE 13 COMPLETION OF THE CONTRACT; TERMINATION; TEMPORARY SUSPENSION

13.1 FINAL COMPLETION OF CONTRACT

The Contract will be considered completed, except as provided in any warranty or maintenance stipulations, bond, or by law, when all the Work has been finally completed, the final inspection is made by the Architect/Engineer, and final acceptance and final payment is made by the Owner.

13.2 WARRANTY FULFILLMENT

Prior to the expiration of the specified warranty period provided for in the Contract Documents, the Architect/Engineer will make a detailed inspection of the Work and will advise the Prime Contractor and the Prime Contractor's Surety of the items that require correction. The Architect/Engineer will make a subsequent inspection and if the corrections have been properly performed, the Architect/Engineer will issue a letter of release on the maintenance stipulations to the Prime Contractor and the Surety. If for any reason the Prime Contractor has not made the required corrections before the expiration of the warranty period, the warranty provisions as provided for in the Contract Documents shall remain in effect until the corrections have been properly performed and a letter of release issued.

13.3 TERMINATION BY THE OWNER FOR CAUSE

(a) Notwithstanding any other provision of these General Conditions, the Work or any portion of the Work may be terminated immediately by the Owner for any good cause after giving seven (7) days advance written notice and opportunity to cure to the Prime Contractor, including but not limited to the following causes:

(1) Failure or refusal of the Prime Contractor to start the Work within ten (10) days after the date of written notice by the Owner to commence the Work.

(2) A reasonable belief that the progress of the Work being made by the Prime Contractor is insufficient to complete the Work within the specified time.

(3) Failure or refusal of the Prime Contractor to provide sufficient and proper equipment or construction forces to properly execute the Work in a timely manner.

(4) A reasonable belief that the Prime Contractor has abandoned the Work.

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(5) A reasonable belief that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry on the Work.

(6) Failure or refusal on the part of the Contractor to observe any requirements of the Contract Documents or to comply with any written orders given by the Architect/Engineer or the Owner as provided for in the Contract Documents.

(7) Failure or refusal of the Prime Contractor to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the Architect/Engineer.

(8) A reasonable belief by the Owner that collusion exists or has occurred for the purpose of illegally procuring the Contract or a Subcontractor, or that a fraud is being perpetrated on the Owner in connection with the construction of Work under the Contract.

(9) Repeated and flagrant violation of safe working procedures.

(10) The filing by the Prime Contractor of litigation against the Owner prior to completion of the Work.

(b) When the Work or any portion of the Work is terminated for any of the causes itemized above or for any other cause except termination for convenience pursuant to Subparagraph 13.3(e), the Prime Contractor shall, as of the date specified by the Owner, discontinue the Work or portion of the Work as the Owner shall designate, whereupon the surety shall, within fifteen (15) days after the written notice of termination for cause has been served upon the Prime Contractor and the surety or its authorized agents, assume the obligations of the Prime Contractor for the Work or that portion of the Work which the Owner has ordered the Prime Contractor to discontinue and may:

(1) perform the Work with forces employed by the surety;

(2) with the written consent of the Owner, tender a replacement contractor to take over and perform the Work, in which event the surety shall be responsible for and pay the amount of any costs required to be incurred for the completion of the Work that are in excess of the amount of funds remaining under the Contract as of the time of the termination; or

(3) with the written consent of the Owner, tender and pay to the Owner in settlement the amount of money necessary to finish the balance of uncompleted Work under the Contract, correct existing defective or nonconforming Work, and compensate the Owner for any other loss sustained as a result of Prime Contractor's default.

In the event of termination for cause involving Clause (b)(1) or (b)(2), the Surety shall assume the Prime Contractor's place in all respects, and the amount of funds remaining unpaid under the Contract shall be paid by the Owner for all Work performed by the surety or the replacement contractor in accordance with the terms

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of the Contract Documents, subject to any rights of the Owner to deduct any costs, damages, or actual damages that the Owner may have incurred, including but not limited to additional fees and expenses of the Architect/Engineer and attorneys fees, as a result of such termination.

(c) The balance of the Contract Sum remaining at the time of the Prime Contractor's default and of the termination shall become due and payable to the surety as the Work progresses, subject to all of the terms, covenants, and conditions of the Contract Documents. If the surety does not, within the time specified in Subparagraph 13.3(b), exercise its obligation to assume the obligations of the Contract, or that portion of the Contract which the Owner has ordered the Prime Contractor to discontinue, then the Owner shall have the power to complete the Work by contract or otherwise, as it may deem necessary. The Prime Contractor agrees that the Owner shall have the right to take possession of or use any or all of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Prime Contractor for the purpose of the Work, and to procure other tools, equipment, labor, and materials for the completion of the Work, and to charge to the account of the Prime Contractor the expenses of completion and labor, materials, tools, equipment, and incidental expenses. The expenses incurred by the Owner to complete the Work shall be deducted by the Owner out of the balance of the Contract Sum remaining unpaid to or unearned by the Contractor. The Prime Contractor and the surety shall be liable to the Owner for any costs incurred in excess of the balance of the Contract Sum for the completion and correction of the Work, and for any other costs, damages, expenses (including but not limited to additional fees of the Architect/Engineer and attorney's fees), and damages incurred as a result of the termination.

(d) The Owner shall not be required to obtain the lowest bid for the Work of completing the Contract as described in Subparagraph 13.3(c), but the expenses to be deducted from the Contract Sum shall be the actual cost of such Work. In case the Owner's expense is less than the sum which would have been payable under the Contract, if the same had been completed by the Prime Contractor, then the Owner may pay to the Prime Contractor (or the Surety, in the event of a complete termination for cause) the difference in the cost, provided that the Prime Contractor (or the Surety) shall not be entitled to any claim for damages or for loss of anticipated profits. In case such expenses for completion shall exceed the amount which would have been payable under the Contract if the same had been completed by the Prime Contractor, then the Prime Contractor and his Sureties shall pay the amount of the excess to the Owner on notice from the Owner for excess due. When only a particular part of the Work is being carried on by the Owner by contract or otherwise under the provisions of this Subparagraph, the Prime Contractor shall continue the remainder of the Work in conformity with the terms of the Contract, and in such manner as not to hinder or interfere with the performance of workmen employed and provided by the Owner.

(e) The unconditional right to terminate this Contract for the convenience of the Owner (including but not limited to non-appropriation of funding) is expressly retained by the Owner. In the event of termination for convenience, the Owner shall deliver at least ten (10) days advance written notice of termination for convenience to the Prime Contractor.

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Upon the Prime Contractor's receipt of such written notice, the Prime Contractor shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work in place. The Prime Contractor shall then be reimbursed by the Owner in accordance with the terms and provisions of the Contract Documents, not to exceed actual labor costs incurred, materials stored at the Project site or away from the Project site as approved by the Owner but not yet paid for, plus actual, reasonable, and documented termination charges, if any, paid by the Prime Contractor in connection with the Work in place which is completed and in conformance with the Contract Documents to the date of termination for convenience. No amount shall ever be due to the Prime Contractor for lost or anticipated profits.

13.4 TEMPORARY SUSPENSION OF THE WORK

(a) The Work or any portion of the Work may be temporarily suspended by the Owner immediately upon written notice to the Prime Contractor for any reason, including but not limited to:

(1) the causes described in Clauses 13.1(a)(1) through (a)(10) above;

(2) where other provisions in the Contract Documents require or permit temporary suspension of the Work;

(3) situations where the Work is threatened by, contributes to, or causes an immediate threat to public health, safety, or security; or

(4) other unforeseen conditions or circumstances.

(b) The Prime Contractor shall immediately resume the temporarily suspended Work when ordered in writing by the Owner to do so. The Owner shall not under any circumstances be liable for any claim of the Prime Contractor arising from a temporary suspension due to a cause described in Clause (a)(1) above; provided, however, that in the case of a temporary suspension for any of the reasons described under Clauses (a)(2) through (a)(4), where the Prime Contractor is not a contributing cause of the suspension under one of those Clauses or where the provision of the Contract Documents in question specifically provides that the suspension is at no cost to the Owner, the Owner will make an equitable adjustment for the following items, provided that a claim is properly made by the Prime Contractor under Subparagraph 4.3 of these General Conditions:

(1) an equitable extension of the Contract Time, not to exceed the actual delay caused by the temporary suspension as determined by the Architect/Engineer and the Owner;

(2) an equitable adjustment to the Contract Sum for the actual, necessary, and reasonable costs of properly protecting any Work that is finished or partially

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finished during the period of the temporary suspension (no profit and overhead shall be allowed on top of these costs); and

(3) if it becomes necessary to move equipment from the Project site and then return it to the Project site when the Work is ordered to be resumed, an equitable adjustment to the Contract Sum for the actual, necessary, and reasonable cost of these moves; provided, however, that no adjustment shall be due if the equipment is moved to another Project site of the Owner.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW; COMPLIANCE WITH LAWS AND REGULATIONS

(a) This Contract shall be in all things governed by the laws of the State of Texas without regard to conflict of laws principles.

(b) The Contractor shall, during the performance of the Work, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.

14.2 SUCCESSORS AND ASSIGNS

The Owner and the Prime Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the promises, covenants, terms, conditions, and obligations contained in the Contract Documents. The Prime Contractor shall not assign, transfer, or convey its interest or rights in the Contract, in part or as a whole, without written consent of the Owner. If the Prime Contractor attempts to make an assignment, transfer, or conveyance without the Owner's written consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract Documents. The Owner shall not assign any portion of the Contract Sum due or to become due under this Contract without the written consent of the Prime Contractor, except where assignment is compelled or allowed by court order, the terms of the Contract Documents, or other operation of law.

14.3 WRITTEN NOTICE

Except as otherwise provided in Article 16, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid to the Project Manager or Superintendent of either party, or to an officer, partner, or other designated representative of either party. Mailed notices shall be addressed to the parties at an address designated by each party, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

14.4 RIGHTS AND REMEDIES; NO WAIVER OF RIGHTS BY OWNER

(a) The duties and obligations imposed on the Prime Contractor by the Contract Documents and the rights and remedies available to the Owner under the Contract Documents shall be in

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addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or made available by law.

(b) No action or failure to act by the Owner shall constitute a waiver of a right afforded the Owner under the Contract Documents, nor shall any action or failure to act by the Owner constitute approval of or acquiescence in a breach of the Contract by Prime Contractor, except as may be specifically agreed in writing by Change Order or Supplemental Agreement.

14.5 INTEREST

The Owner shall not be liable for interest on any progress or final payment to be made under the Contract Documents, except as may be provided by the applicable provisions of the Prompt Payment Act, Chapter 2251, Texas Government Code, as amended, subject to Paragraph 9.6(a) of these General Conditions.

14.6 OFFICERS OR EMPLOYEES OF THE OWNER NOT TO HAVE FINANCIAL INTEREST IN ANY CONTRACT OF THE OWNER

No officer or employee of the Owner shall have a financial interest, direct or indirect, in any Contract with the Owner, or be financially interested, directly or indirectly, in the sale to the Owner of any land, materials, supplies or services, except on behalf of the Owner as an officer or employee as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any violation of this article shall constitute malfeasance in office, and any officer or employee of Owner guilty thereof shall thereby forfeit his office or position. Any violation of this section, with the knowledge, express or implied, of the person, persons, partnership, company, firm, association or corporation contracting with the Owner shall render the Contract involved voidable by the Owner's City Manager or City Council.

14.7 VENUE

This Contract is deemed to be performed in Denton County, Texas, and if legal action is necessary to enforce this Contract, exclusive venue shall lie in Denton County, Texas.

14.8 INDEPENDENT CONTRACTOR

In performing the Work under this Contract, the relationship between the Owner and the Prime Contractor is that of an independent contractor. The Prime Contractor shall exercise independent judgment in performing the Work and is solely responsible for setting working hours, scheduling or prioritizing the Work flow and determining the means and methods of performing the Work, subject only to the requirements of the Contract Documents. No term or provision of this Contract shall be construed as making the Prime Contractor an agent, servant, or employee of the Owner, or making the Prime Contractor or any of the Prime Contractor's employees, agents, or servants eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which the Owner provides to its employees.

14.9 NONDISCRIMINATION

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

As a condition of this Contract, the Prime Contractor covenants that he will take all necessary actions to insure that, in connection with any work under this Contract, the Prime Contractor and its Subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. The Prime Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, the Prime Contractor shall keep, retain and safeguard all records relating to his Contract or Work performed thereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the Owner, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

14.10 GIFTS TO PUBLIC SERVANTS

(a) The Owner may terminate this Contract immediately if the Prime Contractor has offered, conferred, or agreed to confer any benefit on a City of Denton employee or official that the City of Denton employee or official is prohibited by law from accepting.

(b) For purposes of this Article, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

(c) Notwithstanding any other legal remedies, the Owner may require the Prime Contractor to remove any employee of the Prime Contractor from the Project who has violated the restrictions of this Article or any similar State or Federal law, and obtain reimbursement for any expenditures made to the Prime Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City of Denton employee or official.

ARTICLE 15 RIGHT TO AUDIT CONTRACTOR'S RECORDS

By execution of the Building Construction Services Agreement, the Prime Contractor grants the Owner the right to audit, at the Owner's election, all of the Prime Contractor's records and billings relating to the performance of the Work under the Contract Documents. The Prime Contractor agrees to retain its Project records for a minimum of five (5) years following completion of the Work. The Owner agrees that it will exercise the right to audit only at reasonable hours. City may review any and all of the services performed by Prime Contractor under this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this section.

ARTICLE 16 NOTICE OF CONTRACT CLAIM

This Contract is subject to the provisions of the Denton City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Prime Contractor shall comply with the requirements of this ordinance as a precondition of any litigation relating to this

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Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. **Final negotiated contract**
2. **RFP/Bid documents**
3. **City's standard terms and conditions**
4. **Purchase order**
5. **Contractor terms and conditions**

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EXHIBIT D
PAYMENT AND PERFORMANCE BOND REQUIREMENTS

Contractor will be required to furnish original performance and payment bonds for $250,000 before work is to commence. The Contractor shall assume all costs in increasing the bond limits if change orders are formally approved. Bonds shall be in accordance with the V.T.C.A Government Code Section 2253.021, as amended, from a surety licensed to do business in the State of Texas.

The contractor shall obtain an independent payment and performance bonds for 100% of the project value for any single project in excess of $250,000.

The City, at its option, may waive the payment and performance bond requirements for projects less than $50,000.

Bond forms will be provided by the City upon contract award and shall be returned upon notice of contract award by the City. Bonds should be forwarded to the City of Denton within fourteen (14) calendar days from contract award. This contract is not fully executed until payment and performance bonds are received and accepted by the City.

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EXHIBIT E
INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

    - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

    - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

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- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[X] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least $100,000 for each accident, $100,000 per each employee, and a $500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[ ] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **$500,000.00** combined bodily injury and property damage per occurrence with a **$1,000,000.00** aggregate.

[ ] **Fire Damage Legal Liability Insurance**

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Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[ ] **Professional Liability Insurance**

Professional liability insurance with limits not less than **$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[ ] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[ ] **Environmental Liability Insurance**

Environmental liability insurance for $1,000,000 to cover all hazards contemplated by this contract.

[ ] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[ ] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than $_____ each occurrence are required.

[ ] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

ATTACHMENT 1

[X] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

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 governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes 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 overage 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 governmental entity 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 governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
   1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 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 governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

Exhibit F
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days

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EXHIBIT G

CONTRACTORS PROPOSAL

Bid Lines

1	Product Proposal Pricing (PRICING SHALL INCLUDE ALL COSTS TO DELIVER GOODS AS SPECIFIED F.O.B DESTINATION):					
2	Excavation and Backfill					
3	Trench with Trencher 6in wide by 30in deep	Quantity: 2000	UOM: Ft	Price: $1.29	Total: $2,580.00	Manufacturer: D1
4	Trench with Trencher 6in wide by 48in deep	Quantity: 5000	UOM: Ft	Price: $1.34	Total: $6,700.00	Manufacturer: D2
5	Trench with Trencher 6in wide by 60in deep	Quantity: 5000	UOM: Ft	Price: $1.65	Total: $8,250.00	Manufacturer: D3
6	Trench with Backhoe 18in wide 48in deep	Quantity: 25000	UOM: Ft	Price: $2.06	Total: $51,500.00	Manufacturer: D4

7	Trench with Backhoe 18in wide 60in deep					
	Quantity: 25000	UOM: Ft	Price:	$2.32	Total:	$58,000.00
	Manufacturer: D5					
8	Trench with Backhoe 18in wide 72in deep					
	Quantity: 15000	UOM: Ft	Price:	$2.57	Total:	$38,550.00
	Manufacturer: D6					
9	Trench with Backhoe 18in wide 84in deep					
	Quantity: 1000	UOM: Ft	Price:	$3.60	Total:	$3,600.00
	Manufacturer: D7					
10	Trench with Backhoe 18in wide 96in deep					
	Quantity: 1000	UOM: Ft	Price:	$4.22	Total:	$4,220.00
	Manufacturer: D8					
11	Trench with Backhoe 24in wide 48in deep					
	Quantity: 1000	UOM: Ft	Price:	$4.22	Total:	$4,220.00
	Manufacturer: D9					
12	Trench with Backhoe 24in wide 60in deep					
	Quantity: 10000	UOM: Ft	Price:	$4.73	Total:	$47,300.00
	Manufacturer: D10					
13	Trench with Backhoe 24in wide 72in deep					
	Quantity: 10000	UOM: Ft	Price:	$5.30	Total:	$53,000.00
	Manufacturer: D11					
14	Trench with Backhoe 24in wide 84in deep					
	Quantity: 5000	UOM: Ft	Price:	$6.38	Total:	$31,900.00
	Manufacturer: D12					
15	Trench with Backhoe 24in wide 96in deep					
	Quantity: 1000	UOM: Ft	Price:	$8.44	Total:	$8,440.00
	Manufacturer: D13					
16	Trench with Backhoe 36in wide 48in deep					
	Quantity: 1000	UOM: Ft	Price:	$5.30	Total:	$5,300.00
	Manufacturer: D14					
17	Trench with Backhoe 36in wide 60in deep					
	Quantity: 1000	UOM: Ft	Price:	$6.33	Total:	$6,330.00
	Manufacturer: D15					

18	Trench with Backhoe 36in wide 72in deep					
	Quantity: 1000	UOM: Ft	Price:	$7.41	Total:	$7,410.00
	Manufacturer:	D16				
19	Trench with Backhoe 36in wide 84in deep					
	Quantity: 1000	UOM: Ft	Price:	$8.44	Total:	$8,440.00
	Manufacturer:	D17				
20	Trench with Backhoe 36in wide 96in deep					
	Quantity: 1000	UOM: Ft	Price:	$10.55	Total:	$10,550.00
	Manufacturer:	D18				
21	Special trencher for trenching in rock, 6in width					
	Quantity: 2000	UOM: Ft	Price:	$6.33	Total:	$12,660.00
	Manufacturer:	D19				
22	Rock Adder, Backhoe 18in Width, Cutting & Jack Hammer					
	Quantity: 1000	UOM: Ft	Price:	$10.29	Total:	$10,290.00
	Manufacturer:	D20				
23	Rock Adder, Backhoe 24in Width, Cutting & Jack Hammer					
	Quantity: 1000	UOM: Ft	Price:	$10.08	Total:	$10,080.00
	Manufacturer:	D21				
24	Rock Adder, Backhoe 36in Width, Cutting & Jack Hammer					
	Quantity: 500	UOM: Ft	Price:	$12.61	Total:	$6,305.00
	Manufacturer:	D22				
25	Rock Adder, Backhoe 18in Width, Large Rock Quantity					
	Quantity: 1000	UOM: Ft	Price:	$6.74	Total:	$6,740.00
	Manufacturer:	D23				
26	Rock Adder, Backhoe 24in Width, Large Rock Quantity					
	Quantity: 1000	UOM: Ft	Price:	$10.29	Total:	$10,290.00
	Manufacturer:	D24				
27	Rock Adder, Backhoe 36in Width, Large Rock Quantity					
	Quantity: 1000	UOM: Ft	Price:	$12.61	Total:	$12,610.00
	Manufacturer:	D25				
28	Hand Digging 12in x 30in deep or less					
	Quantity: 1000	UOM: Ft	Price:	$10.14	Total:	$10,140.00
	Manufacturer:	D26				

29	Hand Digging 12in x 31in - 48in deep					
	Quantity: 500	UOM: Ft	Price: $12.66	Total: $6,330.00		
	Manufacturer: D27					
30	Concrete Backfill of Trench Excavated by Backhoe					
	Quantity: 2500	UOM: Cy	Price: $150.00	Total: $375,000.00		
	Manufacturer: D28					
31	Mechanical Tamping of Trench Excavated by Backhoe					
	Quantity: 2500	UOM: Ft	Price: $1.59	Total: $3,975.00		
	Manufacturer: D29					
32	2in - 4in Thick Asphalt Saw Cut					
	Quantity: 1000	UOM: LF	Price: $6.84	Total: $6,840.00		
	Manufacturer: D30					
33	1in - 6in Concrete Saw Cut					
	Quantity: 500	UOM: LF	Price: $8.44	Total: $4,220.00		
	Manufacturer: D31					
34	8in+ Thick Concrete Saw Cut					
	Quantity: 500	UOM: LF	Price: $12.66	Total: $6,330.00		
	Manufacturer: D32					
35	4in+ Asphalt and/or Concrete Saw Cut					
	Quantity: 1000	UOM: LF	Price: $9.52	Total: $9,520.00		
	Manufacturer: D33					
36	Conduit Installation in 6in Wide Trench					
37	Conduit 1in PVC					
	Quantity: 1000	UOM: Ft	Price: $0.51	Total: $510.00		
	Manufacturer: CT1					
38	Conduit 2in PVC					
	Quantity: 5000	UOM: Ft	Price: $0.62	Total: $3,100.00		
	Manufacturer: CT2					
39	Conduit 2 & 1/2 in PVC					
	Quantity: 5000	UOM: Ft	Price: $0.62	Total: $3,100.00		
	Manufacturer: CT3					

40 Conduit 3in PVC
Quantity: 100 UOM: Ft Price: $0.67 Total: $67.00
Manufacturer: CT4

41 Conduit 4in PVC
Quantity: 2500 UOM: Ft Price: $1.23 Total: $3,075.00
Manufacturer: CT5

42 Conduit 1in PVC 90 degree sweep
Quantity: 25 UOM: Ea Price: $4.53 Total: $113.25
Manufacturer: CT6

43 Conduit 2in PVC 90 degree sweep
Quantity: 50 UOM: Ea Price: $5.25 Total: $262.50
Manufacturer: CT7

44 Conduit 2 & 1/2 in PVC 90 degree sweep
Quantity: 50 UOM: Ea Price: $5.45 Total: $272.50
Manufacturer: CT8

45 Conduit 3in PVC 90 degree sweep
Quantity: 1 UOM: Ea Price: $5.66 Total: $5.66
Manufacturer: CT9

46 Conduit 4in PVC 90 degree sweep
Quantity: 50 UOM: Ea Price: $8.44 Total: $422.00
Manufacturer: CT10

47 Conduit 2in PVC 45 degree sweep
Quantity: 10 UOM: Ea Price: $5.25 Total: $52.50
Manufacturer: CT11

48 Conduit 2 & 1/2 in PVC 45 degree sweep
Quantity: 10 UOM: Ea Price: $5.45 Total: $54.50
Manufacturer: CT12

49 Conduit 3in PVC 45 degree sweep
Quantity: 1 UOM: Ea Price: $5.66 Total: $5.66
Manufacturer: CT13

50 Conduit 4in PVC 45 degree sweep
Quantity: 10 UOM: Ea Price: $8.44 Total: $84.40
Manufacturer: CT14

51	Conduit 4in PVC 22 & 1/2 degree sweep					
	Quantity: 10	UOM: Ea		Price: $8.44	Total:	$84.40
	Manufacturer: CT15					
52	Multiple Conduit Installations in 18in to 36in Trench					
53	Conduit 1in PVC					
	Quantity: 1000	UOM: Ft		Price: $0.67	Total:	$670.00
	Manufacturer: CB1					
54	Additional 1in PVC Conduit in Trench					
	Quantity: 100	UOM: Ft		Price: $0.67	Total:	$67.00
	Manufacturer: CB2					
55	Conduit 2in PVC					
	Quantity: 25000	UOM: Ft		Price: $0.77	Total:	$19,250.00
	Manufacturer: CB3					
56	Additional 2in PVC Conduit in Trench					
	Quantity: 2000	UOM: Ft		Price: $0.77	Total:	$1,540.00
	Manufacturer: CB4					
57	Conduit 2 & 1/2 in PVC					
	Quantity: 20000	UOM: Ft		Price: $0.82	Total:	$16,400.00
	Manufacturer: CB5					
58	Additional 2 & 1/2in PVC Conduit in Trench					
	Quantity: 1000	UOM: Ft		Price: $0.82	Total:	$820.00
	Manufacturer: CB6					
59	Conduit 3in PVC					
	Quantity: 100	UOM: Ft		Price: $0.67	Total:	$67.00
	Manufacturer: CB7					
60	Additional 3in PVC Conduit in Trench					
	Quantity: 100	UOM: Ft		Price: $0.67	Total:	$67.00
	Manufacturer: CB8					
61	Conduit 4in PVC					
	Quantity: 20000	UOM: Ft		Price: $1.59	Total:	$31,800.00
	Manufacturer: CB9					

62 Additional 4in PVC Conduit in Trench
Quantity: 20000 UOM: Ft Price: $1.59 Total: $31,800.00
Manufacturer: CB10

63 Conduit 6in PVC
Quantity: 20000 UOM: Ft Price: $2.16 Total: $43,200.00
Manufacturer: CB11

64 Additional 6in PVC Conduit in Trench
Quantity: 12000 UOM: Ft Price: $2.16 Total: $25,920.00
Manufacturer: CB12

65 Bank of two 6in, two 4in, two 2in, and two 1in installed in conduit spacers
Quantity: 5000 UOM: Ft Price: $6.33 Total: $31,650.00
Manufacturer: CB13

66 Bank of three 6in, three 4in, three 2in, and two 1in installed in conduit spacers
Quantity: 1000 UOM: Ft Price: $8.03 Total: $8,030.00
Manufacturer: CB14

67 Conduit 1in PVC 90 degree sweep
Quantity: 500 UOM: Ea Price: $5.81 Total: $2,905.00
Manufacturer: CB15

68 Conduit 2in PVC 90 degree sweep
Quantity: 1000 UOM: Ea Price: $6.59 Total: $6,590.00
Manufacturer: CB16

69 Conduit 2 & 1/2 in PVC 90 degree sweep
Quantity: 1000 UOM: Ea Price: $7.41 Total: $7,410.00
Manufacturer: CB17

70 Conduit 3in PVC 90 degree sweep
Quantity: 5 UOM: Ea Price: $6.17 Total: $30.85
Manufacturer: CB18

71 Conduit 4in PVC 90 degree sweep
Quantity: 1000 UOM: Ea Price: $10.55 Total: $10,550.00
Manufacturer: CB19

72 Conduit 6in PVC 90 degree sweep
Quantity: 1000 UOM: Ea Price: $12.66 Total: $12,660.00
Manufacturer: CB20

73	Multiple Conduit Installations in 18in to 36in Trench (Continued)					
74	Conduit 2in PVC 45 degree sweep	Quantity: 50	UOM: Ea	Price: $6.59	Total: $329.50	Manufacturer: CB21
75	Conduit 2 & 1/2 in PVC 45 degree sweep	Quantity: 50	UOM: Ea	Price: $7.41	Total: $370.50	Manufacturer: CB22
76	Conduit 3in PVC 45 degree sweep	Quantity: 1	UOM: Ea	Price: $6.17	Total: $6.17	Manufacturer: CB23
77	Conduit 4in PVC 45 degree sweep	Quantity: 200	UOM: Ea	Price: $10.55	Total: $2,110.00	Manufacturer: CB24
78	Conduit 6in PVC 45 degree sweep	Quantity: 200	UOM: Ea	Price: $12.66	Total: $2,532.00	Manufacturer: CB25
79	Conduit 4in PVC 22 & 1/2 degree sweep	Quantity: 100	UOM: Ea	Price: $8.44	Total: $844.00	Manufacturer: CB26
80	Conduit 6in PVC 22 & 1/2 degree sweep	Quantity: 100	UOM: Ea	Price: $10.08	Total: $1,008.00	Manufacturer: CB27
81	Primary and Secondary Conductor Installation					
82	Cable, Cu UF SOL, 12/2 awg Secondary	Quantity: 2500	UOM: Ft	Price: $0.62	Total: $1,550.00	Manufacturer: CI1
83	Cable, Al #6 Duplex	Quantity: 5000	UOM: Ft	Price: $0.72	Total: $3,600.00	Manufacturer: CI2
84	Cable, Al 4/0 4/0 2/0 Secondary	Quantity: 70000	UOM: Ft	Price: $1.34	Total: $93,800.00	Manufacturer: CI3

85	Cable, 350, 350, 4/0 Secondary					
	Quantity: 10000	UOM: Ft	Price:	$1.59	Total:	$15,900.00
	Manufacturer:	CI4				
86	Cable, # 2 Al 15 kV Single Phase Pull					
	Quantity: 100000	UOM: Ft	Price:	$1.00	Total:	$100,000.00
	Manufacturer:	CI5				
87	Cable, # 1/0 Al 15 kV Single Phase Pull					
	Quantity: 500	UOM: Ft	Price:	$0.77	Total:	$385.00
	Manufacturer:	CI6				
88	Cable, #4/0 Al 15 kV Single Phase Pull					
	Quantity: 500	UOM: Ft	Price:	$1.34	Total:	$670.00
	Manufacturer:	CI7				
89	Cable, #2 Al 15 kV Three Phase Pull					
	Quantity: 25000	UOM: Ft	Price:	$2.16	Total:	$54,000.00
	Manufacturer:	CI8				
90	Cable, #1/0 Al 15 kV Three Phase Pull					
	Quantity: 1000	UOM: Ft	Price:	$1.65	Total:	$1,650.00
	Manufacturer:	CI9				
91	Cable, # 4/0 Al 15 kV Three Phase Pull					
	Quantity: 10000	UOM: Ft	Price:	$3.19	Total:	$31,900.00
	Manufacturer:	CI10				
92	Cable, 250 MCM Cu 15 kV Three Phase Pull (Includes 4/0 bare neutral)					
	Quantity: 1000	UOM: Ft	Price:	$2.11	Total:	$2,110.00
	Manufacturer:	CI11				
93	Cable, 500 MCM Cu 15 kV Three Phase Pull (Includes 4/0 bare neutral)					
	Quantity: 15000	UOM: Ft	Price:	$3.19	Total:	$47,850.00
	Manufacturer:	CI12				
94	Cable, 750 MCM Cu 15 kV Three Phase Pull (Includes 4/0 bare neutral)					
	Quantity: 150000	UOM: Ft	Price:	$7.41	Total:	$1,111,500.00
	Manufacturer:	CI13				
95	Cable, 8 Triplex Cu					
	Quantity: 2000	UOM: Ft	Price:	$0.46	Total:	$920.00
	Manufacturer:	CI14				

96	Install Fault Indicator Single Phase					
	Quantity: 700	UOM: Ea	Price:	$11.32	Total:	$7,924.00
	Manufacturer:	CI15				
97	Install Fault Indicator Three Phase					
	Quantity: 400	UOM: Set	Price:	$17.49	Total:	$6,996.00
	Manufacturer:	CI16				
98	Multiple Duct Bank Tagging of Conductors in Multiple Duct Banks (individual conduits and cables shall be included in base bid)					
	Quantity: 40	UOM: Ea	Price:	$4.22	Total:	$168.80
	Manufacturer:	CI17				
99	Terminations					
1000	Elbow, Loadbreak #2 AL 220 mil 15 kV					
	Quantity: 1000	UOM: Ea	Price:	$73.78	Total:	$73,780.00
	Manufacturer:	T1				
1001	Elbow, Loadbreak #1/0 AL 220 mil 15 kV					
	Quantity: 20	UOM: Ea	Price:	$58.96	Total:	$1,179.20
	Manufacturer:	T2				
1002	Elbow, Loadbreak #4/0 AL 220 mil 15 kV					
	Quantity: 500	UOM: Ea	Price:	$95.18	Total:	$47,590.00
	Manufacturer:	T3				
1003	Elbow, T Nonloadbreak 250 MCM or 4/0 15 kV					
	Quantity: 30	UOM: Ea	Price:	$84.17	Total:	$2,525.10
	Manufacturer:	T4				
1004	Elbow, T Nonloadbreak 500 MCM 15 kV					
	Quantity: 60	UOM: Ea	Price:	$105.27	Total:	$6,316.20
	Manufacturer:	T5				
1005	Elbow, T Nonloadbreak 750 MCM 15 kV					
	Quantity: 300	UOM: Ea	Price:	$157.95	Total:	$47,385.00
	Manufacturer:	T6				
1006	Termination Rack / Utility Pole single phase # 2					
	Quantity: 150	UOM: Ea	Price:	$478.49	Total:	$71,773.50
	Manufacturer:	T7				

107	Termination Rack / Utility Pole vee phase # 2					
	Quantity: 4	UOM: Ea	Price:	$463.05	Total:	$1,852.20
	Manufacturer:	T8				
108	Termination Rack / Utility Pole 3 phase # 2					
	Quantity: 50	UOM: Ea	Price:	$792.33	Total:	$39,616.50
	Manufacturer:	T9				
109	Termination Rack / Utility Pole single phase #1/0					
	Quantity: 10	UOM: Ea	Price:	$378.67	Total:	$3,786.70
	Manufacturer:	T10				
110	Termination Rack on a Utility Pole vee phase # 1/0					
	Quantity: 5	UOM: Ea	Price:	$420.86	Total:	$2,104.30
	Manufacturer:	T11				
111	Termination Rack on a Utility Pole 3 phase # 1/0					
	Quantity: 5	UOM: Ea	Price:	$631.60	Total:	$3,158.00
	Manufacturer:	T12				
112	Termination Rack / Utility Pole single phase #4/0					
	Quantity: 1	UOM: Ea	Price:	$378.67	Total:	$378.67
	Manufacturer:	T13				
113	Termination Rack on a Utility Pole vee phase # 4/0					
	Quantity: 1	UOM: Ea	Price:	$420.86	Total:	$420.86
	Manufacturer:	T14				
114	Termination Rack on a Utility Pole 3 phase # 4/0					
	Quantity: 25	UOM: Ea	Price:	$792.33	Total:	$19,808.25
	Manufacturer:	T15				
115	Termination Rack on a Utility Pole 3 phase 250MCM					
	Quantity: 5	UOM: Ea	Price:	$1,093.83	Total:	$5,469.15
	Manufacturer:	T16				
116	Termination Rack on a Utility Pole 3 phase 500 MCM					
	Quantity: 30	UOM: Ea	Price:	$1,178.21	Total:	$35,346.30
	Manufacturer:	T17				
117	Termination Rack on a Utility Pole 3 phase 750MCM					
	Quantity: 100	UOM: Ea	Price:	$1,594.95	Total:	$159,495.00
	Manufacturer:	T18				

118	600 - 200 AMP Plug Adapter					
	Quantity: 210	UOM: Ea		Price: $11.32	Total:	$2,377.20
	Manufacturer: T19					
119	Insulated Plugs/Deadend Plugs					
	Quantity: 50	UOM: Ea		Price: $11.32	Total:	$566.00
	Manufacturer: T20					
120	Splice, #2 AL 220 mil 15 kV					
	Quantity: 50	UOM: Ea		Price: $154.35	Total:	$7,717.50
	Manufacturer: T21					
121	Splice, #1/0 AL 220 mil 15 kV					
	Quantity: 5	UOM: Ea		Price: $121.42	Total:	$607.10
	Manufacturer: T22					
122	Splice, #4/0 AL 220 mil 15 kV					
	Quantity: 25	UOM: Ea		Price: $154.35	Total:	$3,858.75
	Manufacturer: T23					
123	Splice, 250 MCM or 4/0 15 kV					
	Quantity: 25	UOM: Ea		Price: $125.54	Total:	$3,138.50
	Manufacturer: T24					
124	Splice, 500 MCM 15 kV					
	Quantity: 30	UOM: Ea		Price: $138.92	Total:	$4,167.60
	Manufacturer: T25					
125	Splice, 750 MCM 15 kV					
	Quantity: 150	UOM: Ea		Price: $185.22	Total:	$27,783.00
	Manufacturer: T26					
126	Indoor Termination 250MCM					
	Quantity: 30	UOM: Ea		Price: $168.24	Total:	$5,047.20
	Manufacturer: T27					
127	Indoor Termination 500MCM					
	Quantity: 60	UOM: Ea		Price: $168.24	Total:	$10,094.40
	Manufacturer: T28					
128	Indoor Termination 750MCM					
	Quantity: 200	UOM: Ea		Price: $210.95	Total:	$42,190.00
	Manufacturer: T29					

129 Arresters

130 Arrester Elbow, 10 kV
Quantity: 300 UOM: Ea Price: $14.41 Total: $4,323.00
Manufacturer: A1

131 Arrester, Bushing 10 kV
Quantity: 90 UOM: Ea Price: $14.41 Total: $1,296.90
Manufacturer: A2

132 Arrester, Parking Stand 10 kV
Quantity: 30 UOM: Ea Price: $14.41 Total: $432.30
Manufacturer: A3

133 Manholes and Vaults

134 2 Way Manhole 12ft X 12ft X 9ft with 5ft of Cover
Quantity: 4 UOM: Ea Price: $4,160.00 Total: $16,640.00
Manufacturer: V1

135 4 Way Manhole 12ft X 12ft X 9ft with 5ft of Cover
Quantity: 4 UOM: Ea Price: $4,160.00 Total: $16,640.00
Manufacturer: V2

136 3 Way Manhole 12ft X 10ft X 9ft with 5ft of Cover
Quantity: 5 UOM: Ea Price: $4,160.00 Total: $20,800.00
Manufacturer: V3

137 Additional foot of cover for 4 Way or 3 Way to 10ft
Quantity: 10 UOM: Ft Price: $735.74 Total: $7,357.40
Manufacturer: V4

138 Polymer Concrete Vault 4ftW X 5ftD x 8ftL Surface Mount
Quantity: 120 UOM: Ea Price: $958.00 Total: $114,960.00
Manufacturer: V5

139 Polymer Concrete Vault 4ftW X 5ftD x 6ftL Surface Mount
Quantity: 5 UOM: Ea Price: $874.65 Total: $4,373.25
Manufacturer: V6

140	Polymer Concrete Vault 3ftW X 5ftD x 5ftL Surface Mount				
	Quantity: 30	UOM: Ea	Price: $589.62	Total:	$17,688.60
	Manufacturer: V7				
141	Polymer Concrete Vault 4ftW X 4ftD x 4ftL Surface Mount				
	Quantity: 5	UOM: Ea	Price: $442.06	Total:	$2,210.30
	Manufacturer: V8				
142	Polymer Concrete Box 13inW X 18inD x 24inL Surface Mount				
	Quantity: 12	UOM: Ea	Price: $210.43	Total:	$2,525.16
	Manufacturer: V9				
143	Polymer Concrete Box 12inW X 12inD x 12inL Surface Mount				
	Quantity: 100	UOM: Ea	Price: $133.77	Total:	$13,377.00
	Manufacturer: V10				
144	Fiberglass Sleeve, Pri. Connection Cabinet 1 Phase				
	Quantity: 15	UOM: Ea	Price: $159.50	Total:	$2,392.50
	Manufacturer: V11				
145	Fiberglass Sleeve, Pri. Connection Cabinet 3 Phase				
	Quantity: 25	UOM: Ea	Price: $267.54	Total:	$6,688.50
	Manufacturer: V12				
146	Excavation to Access side of a Manhole				
	Quantity: 10	UOM: Ea	Price: $736.76	Total:	$7,367.60
	Manufacturer: V13				
147	Excavation to Access side of a Vault				
	Quantity: 10	UOM: Ea	Price: $368.38	Total:	$3,683.80
	Manufacturer: V14				
148	6in Conduit Entry into Manhole				
	Quantity: 6	UOM: Ea	Price: $147.15	Total:	$882.90
	Manufacturer: V15				
149	4in Conduit Entry into Manhole				
	Quantity: 6	UOM: Ea	Price: $126.57	Total:	$759.42
	Manufacturer: V16				
150	2 1/2in Conduit Entry into Manhole				
	Quantity: 6	UOM: Ea	Price: $104.96	Total:	$629.76
	Manufacturer: V17				

151 2in Conduit Entry into Manhole
Quantity: 6 UOM: Ea Price: $104.96 Total: $629.76
Manufacturer: V18

152 6in Conduit Entry into Vault
Quantity: 6 UOM: Ea Price: $126.57 Total: $759.42
Manufacturer: V19

153 4in Conduit Entry into Vault
Quantity: 6 UOM: Ea Price: $84.38 Total: $506.28
Manufacturer: V20

154 2 1/2in Conduit Entry into Vault
Quantity: 6 UOM: Ea Price: $62.77 Total: $376.62
Manufacturer: V21

155 2in Conduit Entry into Vault
Quantity: 6 UOM: Ea Price: $62.77 Total: $376.62
Manufacturer: V22

156 Installation of 4ft x 6ft Concrete Pull Box
Quantity: 150 UOM: Ea Price: $2,000.00 Total: $300,000.00
Manufacturer: V23

157 Installation of 3ft x 5ft Concrete Pull Box
Quantity: 75 UOM: Ea Price: $1,750.00 Total: $131,250.00
Manufacturer: V24

158 Installation of Fiber Communications Box
Quantity: 50 UOM: Ea Price: $432.18 Total: $21,609.00
Manufacturer: V25

159 Foundations

160 Transformer Pad 48in X 54in Fibercrete
Quantity: 350 UOM: Ea Price: $185.22 Total: $64,827.00
Manufacturer: P1

161 Switch Gear Pad 7ft x 7ft x 3ft
Quantity: 50 UOM: Ea Price: $746.03 Total: $37,301.50
Manufacturer: P2

162 Transformer Pad 83in X 83in Old Castle
Quantity: 10 UOM: Ea Price: $637.98 Total: $6,379.80
Manufacturer: P3

163 Equipment

164 Secondary Connection Pedestal
Quantity: 600 UOM: Ea Price: $97.76 Total: $58,656.00
Manufacturer: E1

165 Single Phase Transformer on Pad
Quantity: 350 UOM: Ea Price: $400.00 Total: $140,000.00
Manufacturer: E2

166 Three Phase Transformer on Pad up to 500KVA
Quantity: 30 UOM: Ea Price: $1,300.00 Total: $39,000.00
Manufacturer: E3A

167 Three Phase Transformer on Pad above 500KVA up to 1500KVA
Quantity: 20 UOM: Ea Price: $3,189.90 Total: $63,798.00
Manufacturer: E3B

168 Three Phase Transformer on Pad above 1500KVA
Quantity: 10 UOM: Ea Price: $5,350.80 Total: $53,508.00
Manufacturer: E3C

169 Switch Gear on Pad - (PME Gear)
Quantity: 75 UOM: Ea Price: $535.08 Total: $40,131.00
Manufacturer: E4

170 Primary 1 Phase Sectionalizing Pedestal on Sleeve
Quantity: 15 UOM: Ea Price: $164.64 Total: $2,469.60
Manufacturer: E5

171 Primary 3 Phase Sectionalizing Pedestal on Sleeve
Quantity: 20 UOM: Ea Price: $267.54 Total: $5,350.80
Manufacturer: E6

172 Fused Cabinet
Quantity: 5 UOM: Ea Price: $421.89 Total: $2,109.45
Manufacturer: E7

173	Fused Cabinet Sleeve					
	Quantity: 5	UOM: Ea		Price: $535.08	Total:	$2,675.40
	Manufacturer: E8					
174	Other					
175	20 Ft Concrete Pole and Street Light, 976 pounds					
	Quantity: 400	UOM: Ea		Price: $411.60	Total:	$164,640.00
	Manufacturer: SL1					
176	35 Ft Concrete Pole and Street Light 1,750 pounds					
	Quantity: 250	UOM: Ea		Price: $463.05	Total:	$115,762.50
	Manufacturer: SL2					
177	45 Ft Fiberglass Pole and Street Light					
	Quantity: 25	UOM: Ea		Price: $427.04	Total:	$10,676.00
	Manufacturer: SL3					
178	Streetlight Poles with either bases or anchor cages on streetlights					
	Quantity: 50	UOM: Ea		Price: $463.05	Total:	$23,152.50
	Manufacturer: SL4					
179	Antique Streetlight Poles with anchor cages/poured foundations					
	Quantity: 100	UOM: Ea		Price: $950.00	Total:	$95,000.00
	Manufacturer: SL5					
180	Service Installation					
181	Install 2.5in conduit with underground secondary conductors and warning tape.					
	Quantity: 50000	UOM: Ft		Price: $8.00	Total:	$400,000.00
	Manufacturer: S1					
182	Secondary Riser					
	Quantity: 50	UOM: Ea		Price: $391.02	Total:	$19,551.00
	Manufacturer: S2					
183	Trip charge for additional trips after initial trip					
	Quantity: 30	UOM: Trip		Price: $123.48	Total:	$3,704.40
	Manufacturer: S3					

184	Bore for service installations (Residential)					
	Quantity: 3000	UOM: Ft	Price:	$21.61	Total:	$64,830.00
	Manufacturer:	S4				
185	Hourly					
186	Three man crew to perform small projects					
	Quantity: 250	UOM: HR	Price:	$195.00	Total:	$48,750.00
	Manufacturer:	M1				
187	Two man crew and backhoe to perform small projects					
	Quantity: 300	UOM: HR	Price:	$180.00	Total:	$54,000.00
	Manufacturer:	M2				
188	Three man crew and backhoe to perform medium projects					
	Quantity: 500	UOM: HR	Price:	$260.00	Total:	$130,000.00
	Manufacturer:	M3				
189	Four man crew and backhoe to perform large projects					
	Quantity: 500	UOM: HR	Price:	$300.00	Total:	$150,000.00
	Manufacturer:	M4				
190	Dump truck used on projects where all excavated material is hauled off					
	Quantity: 300	UOM: HR	Price:	$67.91	Total:	$20,373.00
	Manufacturer:	M5				
191	Large Track Hoe per day					
	Quantity: 25	UOM: Ea	Price:	$936.39	Total:	$23,409.75
	Manufacturer:	M6				
192	Large Track Hoe per week					
	Quantity: 10	UOM: Ea	Price:	$2,804.03	Total:	$28,040.30
	Manufacturer:	M7				
193	Delivery & Pickup of Large Track Hoe					
	Quantity: 35	UOM: Ea	Price:	$262.40	Total:	$9,184.00
	Manufacturer:	M8				
194	Aluminum Trench Box per day					
	Quantity: 25	UOM: Ea	Price:	$366.32	Total:	$9,158.00
	Manufacturer:	M8				

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195	Aluminum Trench Box per week					
	Quantity: 10	UOM: Ea		Price: $1,098.97	Total:	$10,989.70
	Manufacturer: M10					
196	Delivery & Pickup of Aluminum Trench Box					
	Quantity: 35	UOM: Ea		Price: $370.44	Total:	$12,965.40
	Manufacturer: M11					
197	Steel Trench Box 8ftHx16ftL per day					
	Quantity: 20	UOM: Ea		Price: $263.42	Total:	$5,268.40
	Manufacturer: M12					
198	Steel Trench Box 8ftHx16ftL per week					
	Quantity: 10	UOM: Ea		Price: $790.27	Total:	$7,902.70
	Manufacturer: M13					
199	Delivery & Pickup of Steel 8ftHx16ftL Trench Box					
	Quantity: 30	UOM: Ea		Price: $368.38	Total:	$11,051.40
	Manufacturer: M14					

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EXHIBIT H

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

FX5 UTILITY CONSTRUCTION, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5

Signature of vendor doing business with the governmental entity

3/12/2021

Date

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Docusign City Council Transmittal Coversheet

RFP	7633
File Name	Underground Electric Installation
Purchasing Contact	Christa Christian
City Council Target Date	MAY 18, 2021
Piggy Back Option	Not Applicable
Contract Expiration	MAY 18, 2026
Ordinance	21-889

DS
LH

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND FX5 UTILITY CONSTRUCTION, LLC
(RFP 7633)

THIS CONTRACT is made and entered into this date 05/18/2021, by and between **FX5 UTILITY CONSTRUCTION, LLC** a Texas corporation, whose address is PO Box 1297, Decatur, Texas 76234, hereinafter referred to as "Contractor," and the CITY OF DENTON, TEXAS, a Texas Municipal Corporation and Home-Rule City, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and the subsequent execution of this Contract by the Denton City Manager, or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide construction services in accordance with the City's **RFP 7633 - Underground Electric Installation**, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes as "Exhibit B". The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton Request for Proposal # **7633 Underground Electric Installation (Exhibit "B" on file at Office of Purchasing Agent)**
(c) General Provisions-Standard Terms and Conditions **(Exhibit "C");**
(d) Payment and Performance Bond Requirements **(Exhibit "D");**
(e) Insurance Requirements **(Exhibit "E");**
(f) Certificate of Interested Parties Electronic Filing **(Exhibit "F");**
(g) Contractor's Proposal **(Exhibit "G")**;
(h) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "H")**

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written Contract, and then to the Contract documents in the sequential order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel
Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or 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. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

CONTRACTOR FX5 Utility Construction, LLC.

DocuSigned by:
BY: Billy Ryan
0EE832BB938144A1...
AUTHORIZED SIGNATURE

Date: 4/30/2021

Printed Name: Billy Ryan

Title: President

940-390-0326
PHONE NUMBER

b.ryan@fx5utility.com
EMAIL ADDRESS

2021-725184
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

DocuSigned by:
Antonio Puente
E3760944C2BE4B5...
SIGNATURE

Antonio Puente
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

DocuSigned by:
By: Sara Hensley
5236DB296270423...
SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:
By: Rosa Rios
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APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

DocuSigned by:
By: Marcella Lunn
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EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Total Contract Amount

The Contract total for services shall not exceed **$**15,000,000. Pricing shall be per Exhibit G attached.

Contract Term

The contract terms shall be for a one (1) year period. The City and Contractor have the option to renew this contract for an additional four (4) one-year periods. Materials and services undertaken pursuant to this solicitation will be required to commence within fourteen (14) days of delivery of a Notice to Proceed.

At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months..

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EXHIBIT C

CITY OF DENTON STANDARD PURCHASE TERMS AND CONDITIONS FOR FACILITY CONSTRUCTION SERVICES

ARTICLE 1 GENERAL PROVISIONS

GENERAL DEFINITIONS

1.1 The following definitions apply throughout these General Conditions and to the other Contract Documents:

a) THE CONTRACT DOCUMENTS

The Contract Documents consist of the formal Building Construction Services Agreement between the Owner and the Prime Contractor, these General Conditions and other supplementary conditions included by special provisions or addenda, drawings, specifications, addenda issued prior to execution of the Contract, other documents listed in the Contract, and Amendments issued after execution of the Contract. For purposes of these General Conditions, an Amendment is:

(1) a written Supplemental Agreement to the Contract signed by authorized representatives of both parties;

(2) a Change Order, including Change Orders signed only by the Owner as described in Subparagraph 7.1(b) and Subparagraph 7.1(e); or

(3) a written order for a minor change in the Work issued by the Architect/Engineer as described in Paragraph 7.3.

The Contract Documents also include bid documents such as the Owner's Instructions to Bidders, sample forms, the Prime Contractor's Bid Proposal and portions of addenda relating to any of these documents, and any other documents, exhibits or attachments specifically enumerated in the Building Construction Services Agreement, but specifically exclude geotechnical and subsurface reports that the Owner may have provided to the Prime Contractor.

b) THE CONTRACT

The Contract Documents, as defined in Paragraph 1.1, are expressly incorporated into and made a part of the formal Building Construction Services Agreement between the Owner and the Prime Contractor by reference in this Paragraph and Paragraph 1.1 (which documents are sometimes also referred to collectively in these General Conditions as the "Contract"). The Contract Documents represent the entire and integrated agreement between the Owner and the Prime Contractor and supersede all prior negotiations, representations or agreements, either written or oral. The terms and conditions of the

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Contract Documents may be changed only by an Amendment. The Contract Documents shall not be construed to create a contractual relationship of any kind:

(1) between the Architect/Engineer and Prime Contractor;

(2) between the Owner and a Subcontractor or -subcontractor; or

(3) between any persons or entities other than the Owner and Prime Contractor.

The Architect/Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Architect/Engineer's duties.

c) THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by the Prime Contractor, or any Subcontractors, Sub-subcontractors, material suppliers, or any other entity for whom the Prime Contractor is responsible, to fulfill the Prime Contractor's obligations. The Work may constitute the whole or a part of the Project.

d) THE PROJECT

The Project is the total construction more particularly described in the Building Construction Services Agreement, of which the Work performed under the Contract Documents may be the whole or a part of the Project and which may include construction by the Owner or by separate contractors. All references in these General Conditions to or concerning the Work or the site of the Work will use the term "Project," notwithstanding that the Work may only be a part of the Project.

e) THE DRAWINGS

The Drawings (also known as the "Plans") are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

f) THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, performance of related services, and other technical requirements.

g) THE PROJECT MANUAL

The Project Manual is the volume or volumes which contain the bidding requirements,

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sample forms, General Conditions for Building Construction, special provisions, and Specifications. The Project Manual may be modified by written addendums issued by the Owner during bidding, in which case the written addendums become a part of the Project Manual upon their issuance, unless otherwise indicated by the Owner in writing.

h) ALTERNATE

An Alternate is a variation in the Work on which the Owner requires a price separate from the City Building General Conditions Base Bid. If an Alternate is accepted by the Owner, the variation will become a part of the Contract through the execution of a change order or amendment to the Contract and the Base Bid will be adjusted to include the amount quoted. If an alternate is accepted by the Owner, and later deleted prior to any Work under the alternate being performed or materials delivered to the Project site, the Owner will be entitled to a credit in the full value of the alternate as priced in the Prime Contractor's Bid.

i) BASE BID

The Base Bid is the price quoted for the Work before Alternates are considered.

j) HAZARDOUS SUBSTANCE

The term Hazardous Substance is defined to include the following:

(1) any asbestos or any material which contains any hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophylite or actinolite, whether friable or non-friable;

(2) any polychlorinated biphenyls ("PCBs"), or PCB-containing materials, or fluids;

(3) radon;

(4) any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste;

(5) any pollutant or contaminant (including but not limited to petroleum, petroleum hydrocarbons, petroleum products, crude oil or any fractions thereof, any oil or gas exploration or production waste, any natural gas, synthetic gas or any mixture thereof, lead, or other toxic metals) which in its condition, concentration or area of release could have a significant effect on human health, the environment, or natural resources;

(6) any substance that, whether by its nature or its use, is subject to regulation or requires environmental investigation, monitoring, or remediation under any federal, state, or local environmental laws, rules, or regulations;

(7) any underground storage tanks, as defined in 42 U.S.C. Section 6991(1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901

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et seq.; the Texas Water Code Annotated Section 26.344; and Title 30 of the Texas Administrative Code Sections 334.3 and 334.4), whether empty, filled or partially filled with any substance; and

(8) any other hazardous material, hazardous waste, hazardous substance, solid waste, and toxic substance as those or similar terms are defined under any federal, state, or local environmental laws, rules, or regulations.

k) OTHER DEFINITIONS

As used in the Contract Documents, the following additional terms have the following meanings:

(1) "provide" means to furnish, install, fabricate, deliver and erect, including all services, materials, appurtenances and other expenses to complete in place, ready for operation or use;

(2) "shall" means the action of the party to which reference is being made is mandatory;

(3) "as required" means as prescribed in the Contract Documents; and

(4) "as necessary" means all action essential or needed to complete the work in accordance with the Contract Documents and applicable laws, ordinances, construction codes, and regulations.

1.2 EXECUTION, CORRELATION AND INTENT

(a) The Building Construction Services Agreement shall be signed by duly authorized representatives of the Owner and Prime Contractor as provided in the Agreement.

(b) Execution of the Building Construction Services Agreement by the Prime Contractor is a representation that the Prime Contractor has visited the site, has become familiar with local conditions, including but not limited to subsurface conditions, under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

(c) The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Prime Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Prime Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

(d) Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawings shall not control the Prime Contractor in dividing the Work among Subcontractor(s) or in establishing the extent of Work to be performed by any trade.

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(e) Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

(f) The Drawings and Specifications are intended to agree with one another, and Work called for by Drawings and not mentioned in Specifications, or vice versa, shall be furnished as if set forth by both. Specifications shall govern materials, methods and quality of work. In the event of a conflict on the Drawings between scale and dimension, figured dimensions shall govern over scale dimensions and large scale drawings shall govern over small scale drawings. Conflict between two or more dimensions applying to a common point shall be referred to the Architect/Engineer/Engineer for final adjustment. If discrepancies or conflicts occur within or between the Drawings and Specifications regarding the Work, or within or between other Contract Documents, the Prime Contractor shall not perform such Work without having obtained a clarification from the Architect/Engineer and resolution by the Owner. The Owner's decision as to the appropriate resolution of a conflict or discrepancy shall be final. Should the Drawings or the Specifications disagree within themselves or with each other; the Base Bid will be based on the most expensive combination of quality and quantity of Work indicated.

(g) Deviations from Contract Documents shall be made only after written approval is obtained from Architect/Engineer and Owner, as provided in Article 7.

(h) The intention of the Contract Documents is to include all materials, labor, tools, equipment, utilities, appliances, accessories, services, transportation, and supervision required to completely perform the fabrication, erection and execution of the Work in its final position.

(i) The most recently issued Drawing or Specification takes precedence over previous issues of the same Drawing or Specification. In the event of a conflict, the order of precedence of interpretation of the Contract Documents is as follows:

(1) Amendments (see Paragraph 7.2 for order of precedence between Amendments);

(2) the Building Construction Services Agreement;

(3) addenda, with those addenda of later date having precedence over those of an earlier date;

(4) the Supplementary General Conditions and Special Provisions, if any;

(5) the General Conditions for Building Construction;

(6) 0the Specifications and Drawings.

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1.3OWNERSHIP AND USE OF ARCHITECT/ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

All Drawings, Specifications, and copies thereof furnished by the Architect/Engineer are and shall remain the property of the Owner and are, with the exception of the Contract set for each party, to be returned to the Owner upon request at the completion of the Work.

1.4 CAPITALIZATION

Terms capitalized in these General Conditions include those which are:

(1) specifically defined in these General Conditions (except the terms defined in Subparagraph 1.1(j), which terms are of common grammatical usage and are not normally capitalized);

(2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs, and Clauses;

(3) the titles of other documents published or used by the Owner as manuals or official policy statements; or

(4) proper nouns or other words required under standard grammatical rules to be capitalized.

ARTICLE 2 - THE OWNER

2.1 DEFINITION OF OWNER

The Owner is the City of Denton, a Texas municipal corporation, and is identified as such in the Building Construction Services Agreement, and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representatives.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

(a) The Owner shall furnish the most recent survey describing the physical characteristics, legal limits, utility locations, and a permanent benchmark for the site of the Project. The Owner shall also furnish any environmental site assessments that may have been given to the Owner or conducted for the property upon which the Project is to be constructed. THIS INFORMATION IS FURNISHED TO THE PRIME CONTRACTOR ONLY IN ORDER TO MAKE DISCLOSURE OF THIS MATERIAL AND FOR NO OTHER PURPOSE. BY FURNISHING THIS MATERIAL, THE OWNER DOES NOT REPRESENT, WARRANT, OR GUARANTEE ITS ACCURACY EITHER IN WHOLE, IN PART, IMPLICITLY OR EXPLICITLY, OR IN ANY OTHER WAY, AND THE OWNER SHALL HAVE NO LIABILITY FOR THIS MATERIAL.

(b) Except for permits and fees which are provided for in Subparagraph 3.7(a), the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

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(c) Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work. It is incumbent upon the Prime Contractor to identify, establish, and maintain a current schedule of latest dates for submittal and approval, as required in Paragraph 3.10, including when such information or services must be delivered. If Owner delivers the information or services to the Prime Contractor as scheduled and Prime Contractor is not prepared to accept or act on such information or services, then Prime Contractor shall reimburse Owner for all extra costs incurred of holding, storage, or retention, including redeliveries by the Owner to comply with the current schedule.

(d) Unless otherwise provided in the Contract Documents, the Prime Contractor will be furnished electronic copies of the Drawings and Specifications for bid purposes and one hard copy approved by Building Inspections upon execution of the Contract. Prime Contractor may obtain additional copies by paying the cost of additional printing or reproduction.

(e) The obligations described above are in addition to other duties and responsibilities of the Owner enumerated in the Contract Documents and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

(f) The Owner shall forward all instructions to the Prime Contractor through the Architect/Engineer, except for the Owner's Notice to Proceed and the Owner's decision to carry out Work as described in Paragraph 2.4.

(g) The Owner's employees, agents, and consultants may be present at the Project site during performance of the Work to assist the Architect/Engineer in the performance of the Architect/Engineer's duties and to verify the Prime Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, the equipment used in the performance of the Work, and for purpose of verification of Prime Contractor's Applications for Payment.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Prime Contractor fails to correct any portion of the Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or refuses or fails to carry out all or any part of the Work in accordance with the Contract Documents, the Owner, by written order, may order the Prime Contractor to stop the Work, or any portion of the Work, until the cause for the order has been eliminated. The right of the Owner however, to stop the Work shall not create or imply a duty on the part of the Owner to exercise this right for the benefit of the Prime Contractor or any other person or entity. The rights of the Owner under this Paragraph 2.3 shall be in addition to, and not in restriction of, the Owner's rights under Paragraph 12.2.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Prime Contractor fails or refuses to carry out the Work or perform any of the terms, covenants, or obligations of the Contract Documents, and fails or refuses to correct any failure or refusal with diligence and promptness within fourteen (14) days after receipt of written notice from the Owner, the Owner may correct the Prime Contractor's failure or refusal or

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cause such failure or refusal to be corrected, without affecting, superseding, or waiving any other contractual, legal, or equitable remedies the Owner has, including but not limited to the Owner's termination rights under Article 13. In that case, an appropriate Change Order will be issued deducting the Owner's cost of correction, including Architect/Engineer's compensation for additional services and expenses made necessary by the failure or refusal of the Prime Contractor from payments then or thereafter due to the Prime Contractor. The cost of correction is subject to verification (but not approval) by the Architect/Engineer. If payments then or thereafter due the Prime Contractor are not sufficient to cover the cost of correction, the Prime Contractor shall pay the difference to the Owner.

2.5 NOTICE TO PROCEED

After final execution of the Contract and receipt and approval of the required performance and payment bonds and evidence of required insurance, the Owner will issue a written Notice to Proceed with the Work, including the designated Contract Time within which Substantial Completion of the Work must be achieved. If the Owner unreasonably delays issuance of a written Notice to Proceed through no fault of the Prime Contractor, the Prime Contractor shall be entitled only to an equitable adjustment of the Contract Time, if properly claimed pursuant to the requirements of Paragraph 4.3; but the Prime Contractor shall not be entitled to any increase to the Contract Sum whatsoever for this reason.

ARTICLE 3 - THE CONTRACTOR

3.1 DEFINITION OF CONTRACTOR

The Prime Contractor is the person or business entity identified as such in the Building Construction Services Agreement, and is referred to throughout the Contract Documents as if singular in number. The term "Prime Contractor" means the Prime Contractor or the Prime Contractor's authorized employees or representatives.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

(a) The Prime Contractor shall carefully check, study, and compare the Contract Documents with each other and shall at once report to the Architect/Engineer in writing any inconsistency, ambiguity, error, omission, conflict, or discrepancy the Prime Contractor may discover. The Prime Contractor shall also verify all dimensions, field measurements, and field conditions before laying out the Work. The Prime Contractor will be held responsible for any subsequent error, omission, conflict, or discrepancy which might have been avoided by the above-described check, study, comparison, and reporting. In the event the Prime Contractor continues to work on an item where an inconsistency, ambiguity, error, omission, conflict, or discrepancy exists without obtaining such clarification or resolution or commences an item of the Work without giving written notice of an error, omission, conflict, or discrepancy that might have been avoided by the check, study, and comparison required above, it shall be deemed that the Prime Contractor bid and intended to execute the more stringent, higher quality, or state of the art requirement, or accepted the condition "as is" in the Contract Documents, without any increase to the Contract Sum

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or Contract Time. The Prime Contractor shall also be responsible to correct any failure of component parts to coordinate or fit properly into final position as a result of Prime Contractor's failure to give notice of and obtain a clarification or resolution of any error, omission, conflict, or discrepancy, without any right to any increase to the Contract Sum or Contract Time.

(b) The Prime Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

(a) The Prime Contractor shall supervise and direct the Work, using the Prime Contractor's best skill and attention. The Prime Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents set forth specific instructions concerning these matters.

(b) The Prime Contractor shall be responsible to the Owner for the acts and omissions of the Prime Contractor's employees, Subcontractors, Sub-subcontractors, and their respective agents and employees, and any other persons performing portions of the Work under a subcontract with the Prime Contractor, or with any Subcontractor, and all other persons or entities for which the Prime Contractor is legally responsible. All labor shall be performed by mechanics that are trained and skilled in their respective trades. Standards of work required throughout shall be of a quality that will bring only first class results. Mechanics whose work is unsatisfactory, or who are considered careless, incompetent, unskilled, or otherwise objectionable shall be dismissed promptly from the Work and immediately replaced with competent, skilled personnel. Any part of the Work adversely affected by the acts or omissions of incompetent, unskilled, careless, or objectionable personnel shall be immediately corrected by the Prime Contractor.

(c) The Prime Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect/Engineer in the Architect/Engineer's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Prime Contractor.

(d) The Prime Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. The Prime Contractor's responsibility under this paragraph will not in any way eliminate the Architect/Engineer's responsibility to the Owner under the Architect/Engineer/Owner Agreement.

(e) Any Prime Contractor, Subcontractor, Sub-subcontractor, or separate contractor who commences Work over, in, or under any surface prepared by the Owner or by any other contractor, subcontractor, sub-subcontractor or any separate contractor, without the Prime Contractor having given written notice to the Architect/Engineer of the existence of any faulty surface or condition in the surface that prevents achieving the quality of

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workmanship specified by the Contract Documents and without having obtained the prior approval of the Architect/Engineer and the Owner to proceed is deemed to have accepted the surface or condition in the surface as satisfactory at the commencement of such Work. Any unsatisfactory Work subsequently resulting from such a faulty surface or condition in the surface that was not pre-approved by the Architect/Engineer or the Owner after notice as provided above may be rejected and replacement required, without any increase to the Contract Sum or Contract Time.

(f) All grades, lines, levels, and benchmarks shall be established and maintained on an ongoing basis by the Prime Contractor. The Prime Contractor is solely responsible for any errors made in establishing or maintaining proper grades, lines, levels, or benchmarks. Contractor shall verify all grades, lines, levels, and dimensions as indicated on Drawings. He shall report any errors, omissions, conflicts, or inconsistencies to Architect/Engineer before commencing any Work affected by these conditions. Contractor shall establish and safeguard benchmarks in at least two widely separated places and, as Work progresses, establish benchmarks at each level and lay out partitions on rough floor in exact locations as guides to all trades. The Contractor shall, from the permanent benchmark provided by the Owner, establish and maintain adequate horizontal and vertical control.

3.4 LABOR AND MATERIALS

(a) Except as is otherwise specifically provided in the Contract Documents as being the responsibility of the Owner, the Prime Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

(b) The Prime Contractor shall enforce strict discipline and good order among the Prime Contractor's employees and all other persons carrying out the Contract. The Prime Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

(c) The Prime Contractor shall give preference, when qualified labor is available to perform the Work to which the employment relates, to all labor hired for the Project in the following order:

(1) residents of the City of Denton, Texas;

(2) residents of the County of Denton, Texas;

3.5 WARRANTY

(a) General Warranty. The Contractor warrants to the Owner that all Work shall be accomplished in a good and workmanlike manner and that all materials and equipment furnished under the Contract will be of good quality, new (unless otherwise specified), and

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free from faults or defects, and that the Work will otherwise conform to the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective or nonconforming. The Contractor's warranty excludes any remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The commencement date, duration, and other conditions related to the scope of this general warranty are established in Subparagraphs 9.9 (a) and 12.2(b) of these General Conditions. THE GENERAL WARRANTY PROVIDED IN THIS SUBPARAGRAPH IS IN ADDITION TO AND DOES NOT LIMIT OR DISCLAIM ANY OTHER WARRANTY OR REMEDY REQUIRED OR PROVIDED BY LAW OR THE CONTRACT DOCUMENTS AND SUCH WARRANTY SHALL REQUIRE THE CONTRACTOR TO REPLACE DEFECTIVE MATERIALS AND RE-EXECUTE DEFECTIVE WORK THAT IS DISCLOSED BY THE OWNER TO THE CONTRACTOR WITHIN A PERIOD OF TWO (2) YEARS AFTER SUBSTANTIAL COMPLETION OF THE ENTIRE WORK; OR, IF A LATENT DEFECT IS DISCOVERED WITHIN TWO YEARS OF SUBSTATIONAL COMPLETION OF THE ENTIRE WORK.

(b) Special Warranties. The Contractor shall assign to the Owner in writing, as a condition precedent to final payment, the terms and conditions of all special warranties required under the Contract Documents.

3.6 TAXES

The Owner qualifies for exemption from state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Tax Code, as amended. Therefore, the Owner shall not be liable for, or pay the Contractor's cost of, such sales and use taxes which would otherwise be payable in connection with the purchase of tangible personal property furnished and incorporated into the real property being improved under the Contract Documents or the purchase of materials, supplies and other tangible personal property, other than machinery or equipment and its accessories and repair and replacement parts, necessary and essential for performance of the Contract which is to be completely consumed at the job site. The Contractor shall issue an exemption certificate in lieu of the tax on such purchases.

3.7 PERMITS, FEES AND NOTICES

(a) The Architect/Engineer will apply and arrange for the issuance of the City of Denton Building Permit. The Prime Contractor and Subcontractors will apply and arrange for the issuance of all other required permits, and will not be required to pay a fee for any City of Denton permits required for the Project. The Owner will pay all service extension charges, including tap fees, assessed by the Water Utilities Department.

(b) The Prime Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of governmental entities or agencies applying to performance of the Work.

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(c) Except as provided in Subparagraph (d) below, it is not the Prime Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, ordinances, construction codes, and rules and regulations. However, if the Prime Contractor observes that portions of the Contract Documents are at variance with applicable laws, ordinances, construction codes, rules or regulations, the Prime Contractor shall promptly notify the Architect/Engineer and the Owner in writing, and necessary changes shall be accomplished by appropriate Amendment.

(d) If the Prime Contractor performs Work knowing it to be contrary to laws, ordinances, construction codes, or rules and regulations without notifying the Architect/Engineer and the Owner, the Prime Contractor shall assume full responsibility for the Work and shall bear the attributable costs of the correction of the Work and any other Work in place that may be adversely affected by the corrective work.

3.8 ALLOWANCES

(a) The Prime Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for the amounts identified in the Contract and by persons or entities as the Owner may direct, but the Prime Contractor shall not be required to employ persons or entities against which the Prime Contractor makes reasonable objection.

(b) Unless otherwise provided in the Contract Documents:

(1) materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;

(2) the amount of each allowance shall cover the cost to the Prime Contractor of materials and equipment delivered at the site less all exempted taxes and applicable trade discounts;

(3) the amount of each allowance includes the Prime Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance Work;

(4) whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect:

(i) the difference between actual costs and the allowances under Clause (b) (2); and

(ii) changes in Contractor's costs under Clause (b) (3);

(5) the Owner retains the right to review and approve Subcontractors selected by the Prime Contractor to perform work activities covered by allowances.

3.9 SUPERINTENDENT

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

The Prime Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Prime Contractor, and communications given to the superintendent shall be as binding as if given to the Prime Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Owner reserves the right to request that the Prime Contractor replace its superintendent at any time and the Prime Contractor will replace said superintendent at the Owner's direction.

3.10 PRIME CONTRACTOR'S CONSTRUCTION SCHEDULES

(a) The Prime Contractor shall, immediately after award of the Contract and before submittal of the first Application for Payment, prepare and submit the construction schedule for the Architect/Engineer's and Owner's information, review, and approval in accordance with the following provisions:

(1) Unless otherwise approved in writing by the Owner, the construction schedule shall not exceed the Contract Time limits currently in effect under the Contract Documents and shall provide for expeditious and practicable execution of the Work.

(2) The construction schedule shall include all shop drawing and submittal data requirements, indicating for each:
(i) the latest date to be submitted by the Prime Contractor; and
(ii) the latest date for approval by the Architect/Engineer.

(3) The construction schedule shall be in the form of a critical path management schedule, and shall indicate each critical task (the "predecessor") of all the major construction activities of the Work in a logical and sequential order (the "project network") which requires completion prior to commencement of the task next following (the "successor"). Each task shall be identified with:

(i) actual work time, exclusive of slack time, for accomplishment;

(ii) the latest start date;

(iii) the latest finish date;

(iv) the amount of float associated with each task;

(v) the amount of labor, material, and equipment associated with each task; and

(vi) the percentage of completion as of the date of the current schedule.

(4) The construction schedule shall be revised and updated monthly to reflect the actual status of the Work and shall be submitted with each Application for Payment.

(5) On or before the first day of each month, following the date of commencement of the

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Work as stated in the notice to proceed, the Prime Contractor shall prepare and submit to the Architect/Engineer and the Owner an up-to-date status report of the progress of the various construction phases of the Work in the form of an updated construction schedule. This status report shall consist of a time scale drawing indicating actual progress of the various phases of the Work and the percentage of completion of the entire Work. The original construction schedule shall be updated or changed to indicate any adjustments to the Contract Time granted by the Owner. The updated schedule must be submitted with the Prime Contractor's Application for Payment. No such application will be certified without a satisfactory update to the construction schedule.

(6) The construction schedule will also be revised to show the effect of change orders and other events on Contract Time. No request for an increase in Contract Time will be considered unless it is accompanied by a schedule revision demonstrating the amount of time related to the cause of the request. If the Contractor's status schedules reflect that the Prime Contractor has fallen behind the pace required to complete the Work within the Contract Time, through no fault of the Owner, the Prime Contractor shall prepare a recovery schedule demonstrating how it intends to bring its progress back within the Contract Time. This recovery schedule shall be in a form acceptable to the Owner.

(7) Costs incurred by the Prime Contractor in preparing and maintaining the required construction schedule, any updated schedule, and any recovery schedule required by the Owner will not be paid as an additional or extra cost and shall be included in the Contract Sum.

(8) The Contract Sum is deemed to be based upon a construction schedule requiring the full Contract Time. NO CLAIM FOR ADDITIONAL COMPENSATION SHALL BE ALLOWED AS A RESULT OF THE PRIME CONTRACTOR BASING HIS BID ON AN EARLY COMPLETION SCHEDULE, OR AS A RESULT OF DELAYS AND COSTS ATTRIBUTABLE TO COMPLETION LATER THAN THE PLANNED EARLY COMPLETION DATE.

(b) The Prime Contractor shall also prepare and keep current, for the Architect/Engineer's approval, a schedule of submittals which is coordinated with the Prime Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals.

(c) The Prime Contractor shall conform to the most recent schedules approved as to form by the Architect/Engineer and the Owner. Any subsequent revisions made by the Prime Contractor to schedules in effect shall conform to the provisions of Subparagraph 3.10(a)

(d) If the Work falls behind the approved construction schedule, the Prime Contractor shall take such steps as may be necessary to improve his progress, and the Architect/Engineer and the Owner may require him to increase the number of shifts, overtime operations, days of work, or the amount of construction plant, and to submit for approval revised schedules in the form required above in order to

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demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner.

3.11 DOCUMENTS AND SAMPLES AT THE PROJECT SITE

The Contractor shall maintain at the Project site for the Owner one record copy of the Drawings, Specifications, addenda, and Amendments in good order and marked currently to record changes and selections made during construction, and in addition shall maintain at the Project site approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

(a) Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, materialmen, manufacturer(s), supplier(s), or distributor(s) to illustrate some portion of the Work.

(b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(c) Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

(d) Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect/Engineer is subject to the limitations of Paragraph 4.2.

(e) The Prime Contractor shall review, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner, or of separate contractors. Submittals made by the Prime Contractor which are not required by the Contract Documents may be returned without action.

(f) The Prime Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect/Engineer. Work requiring this submittal and review shall be in accordance with approved submittals and any identified exceptions noted by the Architect/Engineer.

(g) By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Prime Contractor represents that the Prime Contractor has determined and verified materials, field measurements, and related field construction criteria, or will do so, and has checked and coordinated the information contained within submittals with the requirements of the Work and of the Contract Documents. The Prime Contractor's attention

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is directed to Paragraph 3.2 of these General Conditions and the requirements stated in that Paragraph.

(h) The Prime Contractor shall not be relieved of responsibility for deviations, substitutions, changes, additions, deletions or omissions from requirements of the Contract Documents by the Architect/Engineer's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Prime Contractor has specifically informed the Architect/Engineer in writing of such substitutions, changes, additions, deletions, omissions, or deviations involved in the submittal at the time of submittal and the Architect/Engineer, subject to a formal Change Order signed by the Owner, Architect/Engineer and Prime Contractor, has given written approval to the specific substitutions, changes, additions, deletions, omissions, or deviations. The Prime Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect/Engineer's approval thereof. Further, notwithstanding any approval of a submittal by the Architect/Engineer, the Prime Contractor shall be responsible for all associated Project costs, including costs of coordination's, modifications, or impacts, direct or indirect, resulting from any and all substitutions, changes, additions, deletions, omissions, or deviations, whether or not specifically identified by the Prime Contractor to the Architect/Engineer at the time of the above-mentioned submittals, including additional consulting fees, if any, in any and all accommodations associated with such substitutions, changes, additions, deletions, omissions, or deviations to the requirements of the Contract Documents.

(i) The Prime Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to additional revisions other than those requested by the Architect/Engineer on previous submittals. In the absence of such written notice, the Architect/Engineer's approval of a resubmission shall not apply to the additional revisions not requested.

(j) Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents.

(k) When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Architect/Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF THE PROJECT SITE

The Prime Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment.

3.14 CUTTING AND PATCHING

(a) The Prime Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

(b) The Prime Contractor shall not damage or endanger a portion of the Work or any fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering the construction, or by excavating. The Prime Contractor

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shall not cut or otherwise alter the construction by the Owner or a separate contractor except with the written consent of the Owner and of the separate contractor; consent shall not be unreasonably withheld. The Prime Contractor shall not unreasonably withhold from the Owner or a separate contractor the Prime Contractor's consent to cutting or otherwise altering the Work.

(c) A "Hot Work Permit" must be obtained from the City of Denton's Facilities Management Department, 869 S. Woodrow Lane, Denton, Texas (940 349-7200) for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Torch Applied Roofing and Welding.

3.15 CLEANING UP

(a) The Prime Contractor shall keep the Project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Upon the completion of the Work the Prime Contractor shall remove from and about the Project site all waste materials, and rubbish, and all of the Prime Contractor's tools, construction equipment, machinery, and surplus materials.

(b) If the Prime Contractor fails to clean up as provided in the Contract Documents, the Owner may, at Owner's option, clean up the Project site, and the Owner's cost of cleaning up shall be charged to the Contractor.

3.16 ACCESS TO WORK

The Prime Contractor shall provide the Owner and the Architect/Engineer access to the Work in preparation and progress wherever located during the course of construction.

3.17 TESTS AND INSPECTIONS

(a) Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of governmental entities or agencies having jurisdiction over the Work shall be made at appropriate times. Unless otherwise provided, the Prime Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner or with the appropriate governmental entity or agency, and the Prime Contractor shall bear all related costs of tests, inspections, and approvals. The Prime Contractor shall give the Architect/Engineer timely notice of when and where tests and inspections are to be made so the Architect/Engineer may observe such procedures. The Owner shall bear costs of tests, inspections, or approvals which become requirements after bids or proposals are received.

(b) If the Architect/Engineer, the Owner or other public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 3.17(a), the Architect/Engineer will, upon written authorization from the Owner, instruct the Prime Contractor to make arrangements

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for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Prime Contractor shall give timely notice to the Architect/Engineer of when and where tests and inspections are to be made so that the Architect/Engineer may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 3.17(c).

(c) If procedures for testing, inspection, or approval under Subparagraphs 3.17(a) and 3.17(b) reveal deficiencies or nonconformities in the Work, the Prime Contractor shall bear all costs made necessary to correct the deficiencies or nonconformities, including those of repeated procedures and compensation for the Architect/Engineer's services and expenses, if any. The Prime Contractor shall bear the costs of any subsequent testing, inspection, or approval of the corrected Work.

(d) Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Prime Contractor and promptly delivered to the Architect/Engineer.

(e) If the Architect/Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Architect/Engineer will do so promptly and, where practicable, at the normal place of testing or inspection.

(f) Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

3.18 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. CONTRACTOR SHALL COMPLETELY DEFEND, INDEMNIFY AND HOLD OWNER AND ARCHITECT/ENGINEER HARMLESS FROM ANY AND ALL LIABILITIES, SUITS OR CLAIMS FOR INFRINGEMENT OF PATENT RIGHTS, REGARDLESS OF WHETHER OR NOT THE OWNER OR THE ARCHITECT/ENGINEER SPECIFIED A PARTICULAR DESIGN, PROCESS OR PRODUCT IN THE CONTRACT DOCUMENTS THAT MAY BE THE SUBJECT OF A PATENT INFRINGEMENT OR OTHERWISE ACTIVELY INDUCED OR CONTRIBUTED TO THE PATENT INFRINGEMENT. In the event the Prime Contractor has reason to believe that a particular design, process or product specified infringes a patent, the Prime Contractor shall immediately notify the Owner and the Architect/Engineer of same.

3.19 INDEMNIFICATION

(a) THE PRIME CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE ARCHITECT/ENGINEER, HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITIES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF

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DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE PRIME CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE PRIME CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, OR OF THE ARCHITECT/ENGINEER, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF THE CONTRACTOR, THE OWNER, AND THE ARCHITECT/ENGINEER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW, AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER THIRD PERSON OR ENTITY.

(b) In claims against any person or entity indemnified under this Paragraph 3.19 by an employee of the Prime Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.19 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Prime Contractor or any Subcontractor, under workers compensation acts, disability benefit acts or other employee benefit acts.

(c) Indemnification under this Paragraph 3.19 shall include, but is not limited to, liability which could result to or be created for the Owner, its officers, agents, or employees, or the Architect/Engineer pursuant to State or Federal laws or regulations relating to pollution of the environment and State or Federal laws or regulations relating to the occupational safety and health of workers. The Prime Contractor specifically agrees to comply with the above-mentioned laws and regulations in the performance of the Work by the Prime Contractor and that the obligations of the Owner, its officers, agents, and employees, and the Architect/Engineer under the above-mentioned laws and regulations are secondary to those of the Prime Contractor.

ARTICLE 4 - CONTRACT ADMINISTRATION

4.1 THE DESIGN PROFESSIONAL (ARCHITECT/ENGINEER)

(a) The design professional is the person lawfully licensed to practice architecture or engineering or a firm or other business entity lawfully practicing architecture/engineering

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identified as such in the formal Building Construction Services Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect/Engineer" means the Architect/Engineer or the Architect/Engineer's authorized representative. The Owner may, at its option, designate a qualified Owner representative to serve as the Architect/Engineer on the Project instead of an outside firm or person. In such event, the references in these General Conditions that refer to the Architect/Engineer shall apply to the Owner-designated Architect/Engineer representative and the Owner-designated Architect/Engineer representative shall be accorded that same status by the Prime Contractor.

(b) In the event the Architect/Engineer is an outside person or firm and the Architect/Engineer's employment is terminated, the Owner may, at its option, contract with a new outside Architect/Engineer to replace the former, or may designate a qualified Owner representative to serve as the Architect/Engineer. The replacement Architect/Engineer, whether an Owner representative, an independent Architect/Engineer or any other qualified person or entity, shall be regarded as the Architect/Engineer for all purposes under the Contract Documents and shall be accorded that same status by the Prime Contractor. Any dispute in connection with such appointment shall be reviewed and settled by the Owner, whose decision shall be final and binding.

(c) Owner reserves the right to appoint a representative empowered to act for the Owner during the Construction Phase and to supersede the Architect/Engineer's Construction Phase responsibility. Similarly, from time to time the Owner may expand or reduce the Owner's delegation of powers to the Architect/Engineer, with the Owner notifying the Prime Contractor of any such changes. The Architect/Engineer shall not be construed as a third party beneficiary to the Contract and can in no way object to any expansion or reduction of powers as set forth in this Subparagraph (c). In no event, however, shall the Owner have control over charge of, or be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs in connection with the Work since these are solely the Contractor's responsibility. The Owner will not be responsible for the Prime Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner will not have control over or charge of and will not be responsible for acts or omissions of Prime Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2 ARCHITECT/ENGINEER'S RESPONSIBILITIES DURING CONSTRUCTION

(a) The Architect/Engineer will administer the Contract as described in the Contract Documents and in accordance with the terms of the Architect/Engineer's agreement with the Owner, where applicable, subject to the direction and approval of the Owner. If requested by the Prime Contractor, the provisions of the Owner/Architect/Engineer Agreement will be made available to the Prime Contractor.

(b) The Architect/Engineer shall provide, during performance of the Work, adequate and competent periodic on-site construction observation, periodically visiting the Project site

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

to the extent necessary to personally familiarize themselves with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Contract Documents. The Architect/Engineer shall not, however, be required to make continuous on-site inspections to check the Work. Field reports of each visit shall be prepared by the Architect/Engineer and submitted to the Owner. The Architect/Engineer shall employ all reasonable measures to safeguard the Owner against defects and nonconformities in the Work. The Architect/Engineer shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the Work. The Architect/Engineer will, however, immediately inform the Owner whenever defects or nonconformities in the Work are observed, or when any observed actions or omissions are undertaken by the Prime Contractor or any Subcontractor which are not in the best interests of the Owner or the Project.

(c) The Architect/Engineer and the Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Prime Contractor's responsibility as provided in Paragraph 4.3. The Architect/Engineer and the Owner will not be responsible for the Prime Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect/Engineer and the Owner will not have control over or charge of and will not be responsible for acts or omissions of the Prime Contractor, Subcontractors, Sub-subcontractors, or their respective agents or employees, or of any other persons performing portions of the Work for which the Prime Contractor is responsible.

(d) Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Prime Contractor shall endeavor to communicate through the Architect/Engineer. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Prime Contractor. Communications by and with separate contractors will be through the Owner. The Prime Contractor shall provide written confirmation of communications made directly with the Owner and provide copies of such confirmation to the Architect/Engineer.

(e) Based on the Architect/Engineer's observations and evaluations of the Prime Contractor's Applications for Payment, the Architect/Engineer will review and certify the amounts due the Prime Contractor and will issue Certificates for Payment in such amounts.

(f) The Architect/Engineer and the Owner will each have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect/Engineer will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 3.17(b) and 3.17(c), whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect/Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Architect/Engineer to the

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Prime Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

(g) The Architect/Engineer will review and approve or take other appropriate action upon the Prime Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect/Engineer's action will be taken with such reasonable promptness as to not delay the Work or the activities of the Owner, Contractor, or separate contractors. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Prime Contractor as required by the Contract Documents. The Architect/Engineer's review of the Prime Contractor's submittals shall not relieve the Prime Contractor of any obligations under Paragraphs 3.3, 3.5, and 3.12. The Architect/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect/Engineer, of any construction means, methods, techniques, sequences, or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(h) The Architect/Engineer will prepare Change Orders and may authorize minor changes in the Work as provided in Paragraph 7.3.

(i) The Architect/Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Prime Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

(j) If the Owner and Architect/Engineer agree, the Architect/Engineer will provide one or more Project representatives to assist in carrying out the Architect/Engineer's responsibilities at the site. The duties, responsibilities, and limitations of authority of such Project representatives shall be as set forth in an exhibit to be incorporated into the Contract Documents.

(k) The Architect/Engineer will interpret and make recommendations to the Owner concerning performance under and requirements of the Contract Documents upon written request of either the Owner or Contractor. The Architect/Engineer's response to such requests will be made with reasonable promptness and within any time limits agreed upon. The Architect/Engineer shall secure the Owner's written approval before issuing instructions, interpretations, or judgments to the Prime Contractor which change the scope of the Work or which modify or change the terms and conditions of any of the Contract Documents.

(l) Interpretations and decisions of the Architect/Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form

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of Drawings. When making such interpretations and decisions, the Architect/Engineer will endeavor to secure faithful performance by the Prime Contractor.

(m) The Architect/Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents; provided that the Architect/Engineer has the prior written approval of the Owner.

4.3 CLAIMS AND DISPUTES

(a) Definition; General Notice of Claim Procedure. As used in these General Conditions, a "Claim" means a demand or assertion by one of the parties to the Contract seeking an adjustment of the terms of the Contract Documents, of the Contract Sum, of the Contract Time, or some other relief in respect to the terms of the Contract Documents. The term also includes all other disputes between the Owner and the Contractor arising out of or relating to the Project or the Contract Documents, including but not limited to claims that work was outside the scope of the Contract Documents. The responsibility to substantiate the Claim and the burden of demonstrating compliance with this provision shall rest with the party making the Claim. Except where otherwise provided in the Contract Documents, a Claim by the Prime Contractor, whether for additional compensation, additional time, or other relief, including but not limited to claims arising from concealed conditions, WITHOUT EXCEPTION, MUST BE MADE BY WRITTEN NOTICE TO THE ARCHITECT/ENGINEER AND TO THE OWNER WITHIN FOURTEEN (14) DAYS IMMEDIATELY AFTER OCCURRENCE OF THE EVENT OR EVENTS GIVING RISE TO THE PARTICULAR CLAIM. Every Claim of the Prime Contractor, whether for additional compensation, additional time, or other relief, including but not limited to claims arising from concealed conditions, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind the Prime Contractor by his signature) of the Prime Contractor, verifying the truth and accuracy of the Claim. THE PRIME CONTRACTOR SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED ANY CLAIM NOT MADE STRICTLY IN ACCORDANCE WITH THE PROCEDURES AND TIME LIMITS SET OUT IN THIS PARAGRAPH.

(b) Referral to the Architect/Engineer. Claims, disputes, and other matters in question between the Prime Contractor and the Owner relating to the progress or execution of the Work or the interpretation of the Contract Documents shall be referred to the Architect/Engineer for recommendation to the Owner, which recommendation the Architect/Engineer will furnish in writing within a reasonable time, provided proper and adequate substantiation has been received. Failure of the Prime Contractor to submit the Claim to the Architect/Engineer for rendering of a recommendation to the Owner shall constitute a waiver of the Claim.

(c) Continuing Contract Performance. Pending final resolution of a claim the Prime Contractor shall proceed diligently with performance of the Work and the Owner shall continue to make payments in accordance with the Contract Documents.

(d) Claims for Concealed or Unknown Conditions. No adjustment in the Contract Sum or Time associated with concealed or unknown conditions will normally be considered or allowed;

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provided, however, that the Contract Sum or Time may be adjusted by the Owner in such circumstances only if:

(1) a concealed subsurface condition is encountered in the course of performance of the Work;
(2) a concealed or unknown condition in an existing structure is at variance with conditions indicated by the Contract Documents; or
(3) an unknown physical condition is encountered below the surface of the ground or in an existing structure which is of an unusual nature and materially different from those ordinarily encountered and generally recognized as inherent in the character of the Work; and
(4) a notice of claim with proper and adequate substantiation is presented pursuant to Subparagraph 4.3(a) of these General Conditions; and
(5) the Owner and the Architect/Engineer determine that:

(i) prior to submitting its bid for the Work, the Contractor used reasonable diligence to fully inspect the portion of the Project site where the condition was discovered; and

(ii) the work caused or required by the concealed or unknown condition at issue can be considered extra work to the extent that additional new Drawings must be prepared and issued and new construction beyond the scope of the Contract Documents is required.

(e) Disclaimer of Warranties as to Reports, Drawings, and Specifications. PROJECT SITE INFORMATION AND REPORTS (INCLUDING BUT NOT LIMITED TO SOILS TESTING REPORTS, GEOTECHNICAL REPORTS, OR ENVIRONMENTAL SITE ASSESSMENTS) PROVIDED BY THE OWNER AND THE ARCHITECT/ENGINEER IN THE PROJECT MANUAL OR BY OTHER MEANS SHALL BE UTILIZED BY THE PRIME CONTRACTOR AT THE PRIME CONTRACTOR'S OWN RISK. THE OWNER AND THE ARCHITECT/ENGINEER DO NOT GUARANTEE OR WARRANT ANY INFORMATION SHOWN IN THE PROJECT SITE INFORMATION AND REPORTS.

(f) Claims for Additional Cost. If the Prime Contractor wishes to make a claim for an increase in the Contract Sum, written notice as provided in this Paragraph 4.3 shall be given before proceeding to execute the Work. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph 10.3. In addition, the Prime Contractor's request for an increase in the Contract Sum for any reason (other than work performed under emergency conditions) shall be made far enough in advance of required work to allow the Owner and the Architect/Engineer a sufficient amount of time, without adversely affecting the construction schedule, to review the request, prepare and distribute such additional documents as may be necessary to obtain suitable estimates or proposals and to negotiate, execute and distribute a Change Order for the required work if the Prime Contractor believes that additional cost is involved for reasons including but not limited to:

(1) a written interpretation from the Architect/Engineer;

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

(2) a written order for a minor change in the Work issued by the Architect/Engineer;

(3) failure of payment by the Owner;

(4) termination of the Contract by the Owner;

(5) the Owner's temporary suspension of all or any portion of the Work where the Prime Contractor was not at fault; or

(6) other reasonable grounds.

(g) Injury or Damage to Person or Property. If the Prime Contractor suffers injury or damages to person or property because of an act or omission of the Owner, or of any of the Owner's officers, employees or agents, written, sworn-to notice of any claim for damages or injury shall be given as provided in Subparagraph 4.3(a). The notice shall provide sufficient detail to enable the Architect/Engineer and the Owner to investigate the matter.

(h) Subcontractor Pass-Through Claims. In the event that any Subcontractor of the Prime Contractor asserts a claim to the Prime Contractor, that the Prime Contractor seeks to pass through to the Owner under the Contract Documents, any entitlement of the Prime Contractor to submit and assert the claim against the Owner shall be subject to:

(1) the requirements of Paragraph 4.3 of these General Conditions; and

(2) the following additional three requirements listed below, all three of which additional requirements shall be conditions precedent to the entitlement of the Prime Contractor to seek and assert such claim against the Owner:

(ii) The Prime Contractor shall either (A) have direct legal liability as a matter of contract, common law, or statutory law to the Subcontractor for the claim that the Subcontractor is asserting or (B) the Prime Contractor shall have entered into a written liquidating agreement with the Subcontractor, under which agreement the Prime Contractor has agreed to be legally responsible to the Subcontractor for pursuing the assertion of such claim against the Owner under the Contract and for paying to the Subcontractor any amount that may be recovered, less Prime Contractor's included markup (subject to the limits in the Contract Documents for any markup). The liability or responsibilities shall be identified in writing by the Prime Contractor to the Owner at the time such claim is submitted to Owner, and a copy of any liquidating agreement shall be included by the Prime Contractor in the claim submittal materials.

(ii) The Prime Contractor shall have reviewed the claim of the Subcontractor prior to its submittal to Owner and shall have independently evaluated such claim in good faith to determine the extent to which the claim is believed in good faith to be valid. The Prime Contractor shall also certify, in writing and under oath to the Owner, at the time of the submittal of such claim, that the Prime Contractor has made a review, evaluation, and determination that the claim is made in good faith and is believed by the Contractor to be valid.

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(iii) The Subcontractor making the claim to the Prime Contractor shall certify in writing and under oath that it has compiled, reviewed and evaluated the merits of such claim and that the claim is believed in good faith by the Subcontractor to be valid. A copy of the certification by the Subcontractor shall be included by Prime Contractor in the claim submittal materials made by Contractor to the Owner..

(3) Any failure of the Prime Contractor to comply with any of the foregoing requirements and conditions precedent with regard to any such claim shall constitute a waiver of any entitlement to submit or pursue such claim against Owner.

(4) Receipt and review of a claim by the Owner under this Subparagraph shall not be construed as a waiver of any defenses to the claim available to the Owner under the Contract Documents or by applicable law.

(i) Owner's Right to Order Acceleration and to Deny Claimed and Appropriate Time Extensions, in Whole or in Part. The Prime Contractor acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is of substantial importance to Owner. The following provisions, therefore, will apply:

(1) If the Prime Contractor falls behind the approved construction schedule for whatever reason, the Owner shall have the right, in the Owner's sole discretion, to order the Prime Contractor to develop a recovery schedule as described in Paragraph 3.10 or to accelerate its progress in such a manner as to achieve Substantial Completion on or before the Contract Time completion date or such other date as the Owner may reasonably direct and, upon receipt, the Prime Contractor shall take all action necessary to comply with the order. In such event, any possible right, if any, of the Prime Contractor to additional compensation for any acceleration shall be subject to the terms of this Subparagraph (i).

(2) In the event that the Prime Contractor is otherwise entitled to an extension of Contract Time and has properly initiated a Claim for a time extension in accordance with Subparagraph 4.3(a) above, the Owner shall have the right, in the Owner's sole discretion, to deny all, or any part, of the Claim for extension of Contract Time by giving written notice to the Prime Contractor provided within fourteen (14) days after receipt of the Prime Contractor's Claim. If the Owner denies the Prime Contractor's claim for an extension of Contract Time under this Clause (i)(2), either in whole or in part, the Prime Contractor shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

(3) If the Prime Contractor would have been entitled to a time extension for a reason specifically allowed under the Contract Documents, for an amount of time that would have justified approval by the Owner if not for the need and right to accelerate, the Prime Contractor may initiate a Claim for acceleration costs pursuant to Subparagraph 4.3(a). Any resulting Claim for acceleration costs properly initiated by the Prime Contractor under Subparagraph 4.3(a) above shall

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be limited to those reasonable and documented direct costs of labor, materials, equipment, and supervision solely and directly attributable to the actual acceleration activity necessary to bring the Work back within the then existing approved construction schedule. These direct costs include the premium portion of overtime pay, additional crew, shift, or equipment costs if requested in advance by the Contractor and approved in writing by the Owner. A percentage markup for the prorated cost of premium on the existing performance and payment bonds and required insurance; provided however, not to exceed five (5%) per cent, will be allowed on the claimed acceleration costs. NO OTHER MARKUP FOR PROFIT, OVERHEAD (INCLUDING BUT NOT LIMITED TO HOME OFFICE OVERHEAD) OR ANY OTHER COSTS WILL BE ALLOWED ON ANY ACCELERATION CLAIM. The Owner shall not be liable for any costs related to an acceleration claim other than those described in this Clause (i)(3).

(i) Waiver of Claims; Final Payment. The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

(1) claims, security interests, purported liens, or other attempted encumbrances arising out of the Contract and remaining unsettled;

(2) defective or nonconforming Work appearing after Substantial Completion;

(3) latent defects, as defined in Subparagraph 12.2(d), appearing after Final Completion; or

(4) the terms of general and special warranties required by the Contract Documents or allowed or implied by law.

(k) THE CONTRACTOR SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES AS A PART OF ANY CLAIM MADE UNDER THE CONTRACT DOCUMENTS OR IN ANY SUBSEQUENT LAWSUIT OR ALTERNATIVE DISPUTE RESOLUTION PROCEEDING.

(l) No Waiver of Governmental Immunity. NOTHING IN THE CONTRACT DOCUMENTS SHALL BE CONSTRUED TO WAIVE THE OWNER'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY APPLICABLE STATE LAW.

ARTICLE 5 - SUBCONTRACTORS

5.1 DEFINITIONS OF SUBCONTRACTOR

(a) A Subcontractor is person or entity who has a direct Contract with the Prime Contractor to perform a portion of the Work at the Project site or to supply materials or equipment to the Prime Contractor by purchase or lease for use in performance of or incorporation into the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the

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Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(b) A Sub-subcontractor is a person or entity who has a direct or indirect Contract with a Subcontractor to perform a portion of the Work at the Project site or to supply materials or equipment to the Subcontractor or another Sub-subcontractor by purchase or lease for use in performance of or incorporation into the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

(a) Immediately after the award of the Contract by the Owner, and before the Building Construction Services Agreement is signed by the Prime Contractor and the Owner, the Prime Contractor shall furnish to the Architect/Engineer in writing, for acceptance by the Owner and the Architect/Engineer, a list of the names, addresses, telephone numbers, M/WBE certification numbers (where applicable), and type of work of the Subcontractors (including those who are to furnish materials or equipment fabricated to a special design), proposed for the principal portions of the Work, including furnishings when made a part of the Contract. The Prime Contractor shall immediately notify the Owner in writing of any changes in the list as they occur. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect/Engineer to reply promptly shall constitute notice of no reasonable objection.

(b) The Prime Contractor shall not Contract with a proposed person or entity to whom the Owner or Architect/Engineer has made reasonable and timely objection.

(c) Architect/Engineer's and Owner's approval of or objection to any Subcontractor or of a particular process or material will not relieve the Prime Contractor of his responsibility for performance of Work as called for under the Contract Documents, and shall not provide a basis for any claim for additional time or money on the part of the Prime Contractor. Approval shall not be construed to create any contractual relationship between the Subcontractor and either the Owner or Architect/Engineer. In no event shall the Contract Sum be increased as a result of the rejection of any Subcontractor.

(d) The Prime Contractor shall not change a Subcontractor previously selected if the Owner or Architect/Engineer makes reasonable objection to such change.

5.3 SUBCONTRACTUAL RELATIONS

(a) By appropriate agreement, written where legally required for validity, the Prime Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Prime Contractor by the terms of the Contract Documents (including but not limited to these General Conditions), and to assume toward the Prime

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Contractor all the obligations and responsibilities which the Prime Contractor, by the Contract Documents, assumes toward the Owner and the Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and the Architect/Engineer under the Contract Documents (including but not limited to these General Conditions) with respect to the Work to be performed by the Subcontractor so that subcontracting will not prejudice the rights of the Owner and the Architect/Engineer. Where appropriate, the Prime Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Prime Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor is to be bound. Subcontractors shall similarly make copies of applicable portions of such Documents available to their respective proposed Sub-subcontractors.

(b) The Prime Contractor is solely responsible for making payments properly to the Prime Contractor's Subcontractors on the Project. During performance of the Work, the Prime Contractor shall comply with the following additional rules regarding Subcontractor payments:

(1) The Prime Contractor shall submit, beginning with the Second Application and Certificate for Payment, a Subcontractor Payment Report (the "Report") with each Application and Certificate for Payment. The Report shall show all payments made to date by the Prime Contractor (plus existing retainage) to each Subcontractor involved in the Project. The Report shall be made on a form approved and supplied by the Owner. As an alternative to the Report, the Prime Contractor may furnish Affidavits of Payment Received with the Application and Certificate for Payment, which affidavits shall be executed by each Subcontractor owed money and paid by Subcontractor during the previous progress payment period for work or materials furnished on the Project. RECEIPT BY THE OWNER OF THE REPORT OR AFFIDAVITS OF PAYMENT RECEIVED SHALL BE A CONDITION PRECEDENT TO PAYMENT ON ANY APPLICATION FOR PAYMENT .

(2) If, for any reason, the Prime Contractor is withholding payment to a Subcontractor due to a dispute or other problem with performance, the Prime Contractor shall note the amount withheld and further note that the payment is in dispute. The Owner may, in its sole discretion, require the Prime Contractor to document and verify the dispute or other problem in question.

(3) The Owner reserves the right in its sole discretion, to withhold payment to the Prime Contractor pursuant to Paragraph 9.5(a) of the General Conditions, should it appear from the Report, statements of payment received or other information furnished to the Owner that:

(i) the Report has not been properly completed;

(ii) the Prime Contractor has knowingly provided false information regarding payment of any Subcontractor; or

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(iii) the Prime Contractor has otherwise failed to make payments properly to any Subcontractor.

(4) THE PRIME CONTRACTOR SHALL NOT HAVE ANY RIGHT TO MAKE A CLAIM FOR ADDITIONAL TIME OR ADDITIONAL COMPENSATION AS A RESULT OF THE OWNER'S OR ARCHITECT/ENGINEER'S ENFORCEMENT OF THIS SUBPARAGRAPH 5.3(b). NO PROVISION OF THIS SUBPARAGRAPH OR ANY OF THE CONTRACT DOCUMENTS SHALL BE CONSTRUED TO CREATE A CONTRACTUAL RELATIONSHIP, EXPRESS OR IMPLIED, BETWEEN ANY SUBCONTRACTOR AND EITHER THE OWNER OR THE ARCHITECT/ENGINEER AND SHALL NOT BE CONSTRUED TO MAKE ANY SUBCONTRACTOR OR ANY OTHER PERSON OR ENTITY, A THIRD-PARTY BENEFICIARY OF THE CONTRACT BETWEEN THE OWNER AND THE PRIME CONTRACTOR.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

In the event of a termination of this Contract by the Owner under Article 14, the Prime Contractor shall, if requested in writing by the Owner, within fifteen (15) days after the date notice of termination is sent, deliver and assign to Owner, or any person or entity acting on the Owner's behalf, any or all subcontracts made by Prime Contractor in the performance of the Work, and deliver to the Owner true and correct originals and copies of the subcontract documents. In the event assignment is not requested by the Owner, Prime Contractor shall terminate all subcontracts to the extent that Owner has not directed assignment of same and to the extent that they relate to the performance of Work terminated by the notice of termination.

ARTICLE 6 - CONSTRUCTION BY THE OWNER/ SEPARATE CONTRACTORS

6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

(a) The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project site under Conditions of the Contract identical or substantially similar to these General Conditions, including those portions related to insurance and waiver of subrogation. If the Prime Contractor claims that delay or additional cost is involved because of such action by the Owner, the Prime Contractor shall make a claim as provided elsewhere in, and in accordance with the Contract Documents.

(b) When separate Contracts are awarded for different portions of the Project or other construction or operations on the Project site, the term “Contractor” in the Contract

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Documents in each case shall mean the Contractor who executes each separate Building Construction Services Agreement with the Owner.

(c) The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Prime Contractor, who shall cooperate with them. The Prime Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Prime Contractor shall, with the approval of the Owner, make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Prime Contractor, separate contractors, and the Owner until subsequently revised by mutual agreement or by written Change Order. If the Prime Contractor believes it is entitled to an adjustment of the Contract Sum under the circumstances, the Prime Contractor shall submit a written proposal for a Change Order pursuant to Article 7 of the General Conditions. In the event the Prime Contractor's Change Order proposal is denied by the Owner, the Prime Contractor must submit any Claim pursuant to Paragraph 4.3 of the General Conditions.

(d) Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Prime Contractor under these General Conditions, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

(a) The Prime Contractor shall afford the Owner and separate contractors' reasonable opportunity for access to and storage of their materials and equipment and the performance of their activities and shall coordinate the Prime Contractor's construction and operations with the separate contractors as required by the Contract Documents.

(b) If part of the Prime Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Prime Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer apparent discrepancies or defects in the other construction that would render it unsuitable for proper execution and results. Failure of the Prime Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Prime Contractor's Work, except as to defects not then reasonably discoverable.

(c) The Owner shall not be liable to the prime Contractor for damages suffered by the Prime Contractor due to the fault or negligence of a separate contractor or through failure of a separate contractor to carry out the directions of the Owner or the Architect/Engineer. Should any interference occur between the Prime Contractor and a separate contractor, the Architect/Engineer or the Owner may furnish the Prime Contractor with written instructions designating priority of effort or change in methods, whereupon the Prime Contractor shall immediately comply with such direction. In such event, the Prime Contractor shall be entitled to an extension of the Contract Time only for unavoidable

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delays verified by the Architect/Engineer; no increase in the Contract Sum, however, shall be due to the Prime Contractor.

(d) The Prime Contractor shall promptly remedy damage wrongfully caused by the Prime Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2(e).

(e) Should the Prime Contractor cause damage to the work or property of any separate contractor on the Project, the Prime Contractor shall, upon due notice, settle with the separate contractor by agreement, if the separate contractor will so settle. If the separate contractor sues the Owner or submits a claim on account of any damage alleged to have been so sustained, the Owner shall notify the Prime Contractor who shall defend such proceedings, at the Prime Contractor's sole expense, and if any judgment or award against the Owner arises from the separate contractor's claim, the Prime Contractor shall fully pay or satisfy it and shall reimburse the Owner for any and all attorney's fees and costs which the Owner has incurred.

(f) The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Prime Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the Project Site and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up, but is not obligated to do so, and Owner shall allocate the cost among those parties responsible, as the Architect/Engineer recommends to be just.

ARTICLE 7 - AMENDMENTS

7.1 CHANGE ORDERS

(a) A Change Order is a written order to the Contractor, signed by the Owner and the Architect/Engineer, issued after execution of the Contract, authorizing a change in the Work, an adjustment in the Contract Sum, or an adjustment to the Contract Time, consistent with other applicable provisions of this Contract. The Owner, without invalidating the Contract and without requiring notice of any kind to the sureties, may order changes to the scope of Work under the Contract by additions, deletions, or other revisions, the Contract Sum and Contract Time to be adjusted consistent with other applicable provisions of this Contract. All Change Orders shall be executed on a Change Order form approved by the Owner and the Owner's City Attorney.

(b) In addition to the Owner and the Architect/Engineer, the Contractor shall sign all Change Orders to verify and confirm the terms and conditions established by Change Order; however, should the Contractor refuse to sign a Change Order, this shall not relieve him of his obligation to perform the change directed by the Owner and the Architect/Engineer to the best of his ability in accordance with the provisions of this Article 7. A Change Order

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signed by the Contractor indicates his agreement with all of the changes approved, including the adjustment in the Contract Sum or the Contract Time. EACH CHANGE ORDER SHALL BE SPECIFIC AND FINAL AS TO PRICES AND EXTENSIONS OF TIME, WITH NO RESERVATIONS OR OTHER PROVISIONS ALLOWING FOR FUTURE ADDITIONAL MONEY OR TIME AS A RESULT OF THE PARTICULAR CHANGES IDENTIFIED AND FULLY COMPENSATED IN THE CHANGE ORDER. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work. The Contractor forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order. This release applies to claims related to the cumulative impact of all Change Orders and to any claim related to the effect of a change on other Work.

(c) No extra work (except under emergency conditions) or changes shall be made nor shall any substitutions, changes or additions to or omissions or deviations from the requirements of the Drawings and Specifications be made unless pursuant to a written Change Order signed by the Owner and the Architect/Engineer, it being expressly understood that the Owner shall not be liable for the cost of extra work or any substitution, change, addition, omission or deviation from the requirements of the Drawings or Specifications unless the same shall have been authorized in writing by the Owner and the Architect/Engineer in a written change order or other Amendment. The provisions of this Paragraph 7.1 shall control in the event of any inconsistency between such provisions and the other provisions of this Article 7. See Subparagraph 10.3(a) of the General Conditions for Change Orders under emergency conditions.

(d) The method of determining the cost or credit to the Owner for any change in the Work shall be one of the following:

(1) mutual acceptance of a not-to-exceed lump-sum amount properly itemized and supported by sufficient substantiating data to permit evaluation; or

(2) unit prices stated in the Contract Documents or subsequently agreed upon; or

(3) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

(4) the forceaccount method provided in Subparagraph 7.1(e)

(e) If the parties cannot agree to one of the methods of calculating cost provided in Clauses (d) (1), (d) (2), or (d) (3), or if the parties agree to a method but cannot agree on a final dollar figure; or if the Contractor for whatever reason refuses to sign the Change Order in question;the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of the Work involved shall then be calculated on the basis of the reasonable jobsite expenditures and savings of those performing the Work attributable to the changes, including a reasonable allowance for overhead and profit, such allowance in any case never to exceed fifteen (15%) per cent. In such case, the Contractor shall keep an itemized accounting of the Work involved, on a

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daily basis, in such form and with the appropriate supporting data as the Architect/Engineer and Owner may prescribe. Sworn copies of the itemized accounting shall be delivered to the Architect/Engineer each day during the performance of force account work, with copies to the Owner.

FAILURE OF THE CONTRACTOR TO SUBMIT THE SWORN-TO ITEMIZED ACCOUNTING DAILY AS REQUIRED HEREIN SHALL CONSTITUTE A WAIVER BY THE CONTRACTOR OF ANY RIGHT TO DISPUTE THE OWNER'S DETERMINATION OF THE AMOUNT DUE THE CONTRACTOR FOR FORCE ACCOUNT WORK. Costs to be charged under this Subparagraph for force account work are limited to the following:

(1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance;

(2) costs of materials, supplies and equipment (but not to include off-site storage unless approved in writing by the Owner), whether incorporated or consumed;

(3) rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

(4) costs of premiums for all bonds and insurance related to the Work; and

(5) additional costs of supervision and field office personnel directly attributable to the changed Work. Pending final determination of cost to the Owner, payment of undisputed amounts on force account shall be included on the Architect/Engineer's Certificate of Payment as work is completed.

(f) The amount of credit to be allowed to the Owner for any deletion of Work or any other change which results in a net decrease of the Contract Sum shall be the amount of actual net cost confirmed by the Architect/Engineer plus the stated percentage for overhead and profit. When both additions and deletions or credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease with respect to that change.

7.2 SUPPLEMENTAL AGREEMENTS

A written Supplemental Agreement can also be used to implement changes in the Work instead of a Change Order form, including but not limited to situations involving partial occupancy of the Work under Paragraph 9.8, a change made to the Drawings or the Specifications without an increase in the Contract Sum, or special circumstances where it is necessary or more appropriate for the Owner to use a Supplemental Agreement. Written Supplemental Agreements shall have a status equal to that of Change Orders for purposes of priority of Contract Documents interpretation, except that to the extent of a conflict, later Supplemental Agreements in time control over earlier Supplemental Agreements, and the latest Change Order or Supplemental Agreement in time controls over earlier dated Change Orders and Supplemental Agreements. The rules of Subparagraphs 7.1(b) through (f) shall also apply to the negotiation and execution of Supplemental

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Agreements. **7.3 MINOR CHANGES IN THE WORK**

The Architect/Engineer, after notifying the Owner, shall be authorized to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Minor changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly. These written orders shall not be deemed to change or impact the Contract Sum or the Contract Time. Contractor shall have no Claim for any minor change ordered to the Work under this Paragraph 7.3 unless the Contractor submits its change proposal, prior to complying with the minor change ordered and in no event later than ten (10) working days from the date the minor change was ordered, to the Owner for approval.

7.4 TIME REQUIRED TO PROCESS AMENDMENTS

(a) All of the Contractor's responses to proposal requests shall be accompanied by a complete, itemized breakdown of costs. Responses to proposal requests shall be submitted sufficiently in advance of the required work to allow the Owner and the Architect/Engineer a minimum of thirty (30) calendar days after receipt by the Architect/Engineer to review the itemized breakdown and to prepare or distribute additional documents as may be necessary. All of the Prime Contractor's responses to proposal requests shall include a statement that the cost described in the response represents the complete, total and final cost and additional Contract Time associated with the extra work, change, addition to, omission, deviation, substitution, or other grounds for seeking extra compensation under the Contract Documents, without reservation or further recourse.

(b) All Amendments require approval by either the City Council or, where authorized by the State law and City ordinance, by the City Manager pursuant to Administrative Action. The approval process requires a minimum of forty-five (45) calendar days after submission to the Owner in final form with all supporting data. Receipt of a submission by Owner does not constitute acceptance or approval of a proposal, nor does it constitute a warranty that the proposal will be authorized by City Council Resolution, Ordinance or Administrative Action. THE TIME REQUIRED FOR THE APPROVAL PROCESS SHALL NOT BE CONSIDERED A DELAY AND NO EXTENSIONS TO THE CONTRACT TIME OR INCREASE IN THE CONTRACT SUM WILL BE CONSIDERED OR GRANTED AS A RESULT OF THIS PROCESS. Pending the approval described above, the Contractor will proceed with the work under a pending Amendment only if directed in writing by the Owner.

ARTICLE 8 - CONTRACT TIME

8.1 DEFINITIONS

(a) Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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(b) The date of commencement of the Work is the date established in the Notice to Proceed from the Owner. The date of commencement shall not be postponed by the failure of the Prime Contractor, or of persons or entities for whom the Prime Contractor is responsible to act promptly to commence the Work. If the Owner unreasonably delays the issuance of the notice to proceed, through no fault of the Prime Contractor, the Prime Contractor shall be entitled only to an equitable extension of the Contract Time; the Contract Sum shall remain unchanged.

(c) The date of Substantial Completion is the date certified by the Architect/Engineer in accordance with Paragraph 9.7.

(d) The term "day" as used in the Contract Documents shall mean a calendar day, beginning and ending at 12:00 midnight, unless otherwise specifically defined by special provision.

8.2 PROGRESS AND COMPLETION

(a) **Time limits stated in the Contract Documents are of the essence of the Contract**. By executing the Building Construction Services Agreement, the Prime Contractor confirms that the Contract Time is a reasonable period for performing the Work.

(b) The Prime Contractor shall not knowingly, except by agreement with or instruction of the Owner in writing, prematurely commence operations on the Project site or elsewhere prior to the effective date of insurance to be furnished by the Prime Contractor as required by Article 11. The date of commencement of the Work shall not be changed by the effective date of insurance required by Article 11.

8.3 DELAYS AND EXTENSIONS OF TIME

(a) If the Prime Contractor is delayed at any time in the progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Prime Contractor's control, or by delay authorized by the Owner pending a claim, or by other causes which the Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect/Engineer and Owner may determine.

(b) Claims relating to Contract Time and time extensions shall be made in accordance with the applicable provisions of Paragraph 4.3.

(c) No Damages for Delay. NOTWITHSTANDING ANY OTHER PROVISIONS OF THE CONTRACT DOCUMENTS, INCLUDING THE GENERAL CONDITIONS, NO ADJUSTMENT SHALL BE MADE TO THE CONTRACT SUM AND THE PRIME CONTRACTOR SHALL NOT BE ENTITLED TO CLAIM OR RECEIVE ANY ADDITIONAL COMPENSATION AS A RESULT OF OR ARISING OUT OF ANY DELAY, HINDRANCE, DISRUPTION, FORCE MAJEURE, IMPACT, OR

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INTERFERENCE, INTENTIONAL OR UNINTENTIONAL, FORESEEN OR UNFORESEEN, WHICH INCREASES THE TIME TO COMPLETE THE WORK, INCLUDING BUT NOT LIMITED TO ANY DELAYS CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, FAILURES, NEGLIGENCE, OR FAULT OF THE OWNER, THE ARCHITECT/ENGINEER, OR THE OWNER'S REPRESENTATIVE, AN EXTENSION OF THE CONTRACT TIME UNDER SUBPARAGRAPH 8.3(a) BEING THE PRIME CONTRACTOR'S SOLE REMEDY.

(d) The Owner shall have the right to occupy, without prejudice to the right of either party, any completed or largely completed portions of the structure or Work, notwithstanding the fact that the Contract Time for completing all or a portion of the Work may not have expired. Partial occupancy and use shall not be deemed as an acceptance of the Work taken or used.

(e) The Prime Contractor shall promptly suspend the Work when either the Prime Contractor or the Owner is ordered to do so by a court order from a court having lawful jurisdiction, and the Prime Contractor will not be entitled to additional compensation by virtue of any delays resulting from the court order. The Prime Contractor will also not be liable to the Owner for a delay caused in fact by the Work being suspended by a court order.

(f) The Architect/Engineer, with the consent of the Owner, shall have the authority to suspend the Work, in whole or in part, for such period or periods as the Architect/Engineer deems necessary due to unusual or severe weather conditions as are considered unfavorable for the suitable prosecution of the Work, or due to failure on the part of the Prime Contractor to correct conditions considered unsafe for workmen or the general public. If it should become necessary to stop the Work for an indefinite period, the Prime Contractor shall store all materials in such a manner that they will not obstruct or impede the public unnecessarily or become damaged in any way, and shall take every precaution to prevent damage or deterioration of the Work performed. In cases of suspension of the Work under this Subparagraph, the Prime Contractor shall also provide suitable drainage about the Work and erect temporary structures where necessary. The Prime Contractor shall not suspend the Work in whole or in part without written authority from the Architect/Engineer or the Owner, and shall resume the Work promptly when notified by the Architect/Engineer or the Owner to resume operations.

(g) In the event of a delay that is the responsibility of the Prime Contractor or any of the Subcontractors, for which the Prime Contractor is not entitled to a time extension under the provisions of this Contract, the Owner may direct that the Work be accelerated by means of overtime, additional crews or additional shifts, or resequencing. This acceleration shall be at no cost to the Owner and will continue until the Contract Time is restored. In the event of a delay for which the Prime Contractor is entitled to a time extension, as determined by the Architect/Engineer, Owner may similarly direct acceleration and the Prime Contractor agrees to perform same on the basis that the Prime Contractor will be reimbursed only to the extent described in Subparagraph 4.3(i). THE PRIME CONTRACTOR EXPRESSLY WAIVES ANY OTHER COMPENSATION RESULTING FROM ACCELERATION, SUCH AS LOSS OF LABOR PRODUCTIVITY OR EFFICIENCY.

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ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Building Construction Services Agreement and, including authorized adjustments, is the total amount of compensation payable by the Owner to the Prime Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Before the first Application for Payment, the Prime Contractor shall submit to the Architect/Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, when approved by the Architect/Engineer and the Owner, shall be used as a basis for the Prime Contractor's Application for Payment. The schedule of values shall follow the trade division of the Specifications. Prime Contractor's Application for Payment shall be filed on the current version of AIA Form G702 (Application and Certificate for Payment), as approved by the Owner.

9.3 APPLICATIONS FOR PAYMENT

(a) At least ten (10) days before the date established for each progress payment, the Prime Contractor shall submit to the Architect/Engineer an itemized Application for Payment for Work completed in accordance with the schedule of values. The Application shall be notarized, if required, and supported by data substantiating the Prime Contractor’s right to payment as the Owner or Architect/Engineer may require, including but not limited to copies of requisitions from Subcontractors and material suppliers, and reflecting the applicable retainage as required in the Contract Documents. Prime Contractor's Application for Payment shall also provide other supporting documentation as the Owner or the other applicable provisions of the Contract Documents may require.

(b) Applications for Payment may not include requests for payment of amounts the Prime Contractor does not intend to pay to a Subcontractor because of a good faith dispute, unless the Prime Contractor complies with Clause 5.3(b) (2) of these General Conditions and the Prime Contractor’s Payment Bond Surety consents in writing to payment to the Prime Contractor of the funds deemed to be in dispute.

(c) Unless otherwise provided in the Contract Documents, progress payments shall include payment for materials and equipment delivered and suitably stored at the Project site for subsequent incorporation into the Work within thirty (30) days after delivery to the Project site. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored away from the Project site at a location agreed upon in writing. Payment for costs incurred in storage of materials or equipment away from the Project site will NOT be made by Owner unless:

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(1) the Owner has given prior approval of such off-site storage in writing;
(2) the materials or equipment are stored in a bonded warehouse located in Denton County and identified with the Project for which they are stored, as evidenced by warehouse receipts and appropriate documents of title; and
(3) the materials or equipment stored off-site will be incorporated into the Work within thirty (30) days after delivery. STORAGE IN FACILITIES OF THE MANUFACTURER OR THE PRIME CONTRACTOR WILL NOT BE PERMITTED OR PAID FOR, UNLESS THE OWNER HAS EXPRESSLY GIVEN PRIOR APPROVAL OF SUCH STORAGE IN WRITING.

(d) The Prime Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Prime Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Prime Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

(e) All materials or equipment delivered to the Project site earlier than thirty (30) days prior to an approved schedule for delivery to the Project site shall be classified as an "early delivery." All early delivery materials or equipment must have the express written permission of the Owner to be stored on the Project site. If any unauthorized early delivery occurs, Prime Contractor shall, at Prime Contractor's expense or at the expense of the responsible Subcontractor or Supplier, cause such early delivery to be removed from the Project site and stored off-site until required at the Project site. All costs of labor, transportation and storage will be included as part of the expense. If the Prime Contractor fails or refuses to remove unauthorized early delivery materials, the Owner may cause such materials to be removed at the Prime Contractor's sole expense, and amounts may be withheld from the Prime Contractor's Application for Payment to reimburse the Owner for any costs incurred in removing unauthorized early delivery materials. OWNER WILL NOT BE RESPONSIBLE FOR THE PROTECTION OF OR RISK OF LOSS ON ANY EARLY DELIVERY MATERIALS OR EQUIPMENT, NOR WILL OWNER BE LIABLE FOR ANY PAYMENT FOR THE EARLY DELIVERY MATERIALS OR EQUIPMENT. Any materials or equipment classified as early delivery will not be approved for payment as stored materials prior to thirty (30) days before the incorporation of the materials or equipment into the Work, unless storage and payment at an earlier date is expressly approved in writing by the Owner.

(f) If the Contract Sum is equal to or less than $25,000, and if performance and payment bonds are not furnished by the Contractor, then no payment applied for will be payable under the Contract until the Work has been finally completed and accepted.

9.4 CERTIFICATES FOR PAYMENT

(a) The Architect/Engineer will, within ten (10) days after receipt of the Prime Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Prime Contractor, for such amount as the Architect/Engineer determines is properly

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due, or notify the Prime Contractor and Owner in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in:

(a) City of Denton "General Conditions for Building Construction."

(b) Subparagraph 9.5(a). The Certificate for Payment shall be issued on the current version of AIA Form G702 (Application and Certificate for Payment) as approved by the Owner.

(c) The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner, based on the Architect/Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect/Engineer's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial and Final Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Final Completion and to specific qualifications expressed by the Architect/Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Prime Contractor is entitled to payment in the amount certified, subject to the Owner's approval. The issuance of a Certificate for Payment is not a representation that the Architect/Engineer has:

(1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work;

(2) reviewed construction means, methods, techniques, sequences or procedures;

(3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Prime Contractor's right to payment; or

(4) made examination to ascertain how or for what purpose the Prime Contractor has used money previously paid on account of the Contract Sum.

(d) Whenever the Application for Payment for Work done since the last previous Application for Payment exceeds one hundred dollars ($100.00) in amount, Owner will pay a percentage of the Application, less applicable retainage, to the Prime Contractor within thirty (30) days following Owner's receipt and approval of the Certificate for Payment certified by the Architect/Engineer. The Application may include acceptable nonperishable materials delivered to the Work or stored as provided for in Paragraph 9.3(c) and the payment will be allowed on the net invoice value, less taxes and applicable retainage.

(e) The City is required to withhold retainage for public works contracts in which the total contract price estimate at the time of execution is more than $400,000; however, this requirement is applied by the City for all public works contracts in excess of $50,000. The retainage will be withheld by the Owner from each progress payment until final completion of the Work by the Contractor, approval of final completion by the Architect/Engineer, and final acceptance of the Work by the Owner. Unless otherwise required by state law, the retainage percentage as specified in Exhibit A is based upon the original Contract Sum,

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and will not be affected in the event the original Contract Sum is subsequently increased by Change Order.

(f) No progress payments shall be made on contracts where performance and payment bonds are not required or furnished. In such instances, payment for the Work performed will be made upon final completion and acceptance by the Owner of all Work.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

(a) The Architect/Engineer or the Owner may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner's interest, if in the Architect/Engineer's or Owner's opinion the representations to the Owner required by Subparagraph 9.4(b) cannot be made. If the Architect/Engineer or the Owner is unable to certify payment in the amount of the Application, the Architect/Engineer or the Owner will notify the Prime Contractor as provided in Subparagraph 9.4(a). If the Prime Contractor and Architect/Engineer or the Owner cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate for Payment for the amount for which the Architect/Engineer is able to make the required representations to the Owner. The Architect/Engineer or the Owner may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary, in the Architect/Engineer's or Owner's opinion, to protect the Owner from loss because of:

(1) defective or nonconforming Work not remedied;

(2) third-party claims filed or reasonable evidence indicating probable filing of such claims;

(3) failure of the Prime Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;

(4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

(5) damage to the Owner or another contractor;

(6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;

(7) persistent failure to carry out the Work in accordance with the Contract Documents; or

(8) mathematical or other errors that are discovered in the Application for Payment.

(b) When all of the above reasons that existed for withholding certification are removed or remedied, then, at that time, certification will be made for amounts previously withheld.

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(c) The Owner may, at its option, offset any progress payment or final payment under the Contract Documents against any debt (including taxes) lawfully due to the Owner from the Prime Contractor, regardless of whether the amount due arises pursuant to the terms of the Contract Documents or otherwise, and regardless of whether or not the debt due to the Owner has been reduced to judgment by a court.

9.6 PROGRESS PAYMENTS

(a) After the Architect/Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect/Engineer. The Owner shall not be liable for interest on any late or delayed progress payment or final payment caused by any claim or dispute, any discrepancy in quantities, any failure to provide supporting documentation or other information required with the Application for Payment or as a precondition to payment under the Contract Documents, or due to any payment the Owner or the Architect/Engineer has a right to withhold or not certify under the Contract Documents. Notwithstanding the foregoing, the Owner may refuse to make payment on any Certificate for Payment (including, without limitation, the final Certificate for Payment) for any default under the Contract Documents, including but not limited to those defaults set forth in Subparagraph 9.5(a), Clauses (1) through (7). The Owner shall not be deemed in default by reason of withholding payment while any Prime Contractor default remains uncured.

(b) The Prime Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Prime Contractor on account of each Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Prime Contractor on account of such Subcontractors portion of the Work. The Prime Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

(c) The Architect/Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Prime Contractor and action taken thereon by the Architect/Engineer and the Owner on account of portions of the Work done by such Subcontractor.

(d) Neither the Owner nor the Architect/Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law. That obligation belongs to the Prime Contractor or, in the event of the Prime Contractor's failure to pay a Subcontractor, to the Surety on the Payment Bond as required under Paragraph 11.3.

(e) Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6(b), (c), and (d).

(f) A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not performed in accordance with the Contract Documents.

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9.7 SUBSTANTIAL COMPLETION

(a) The Date of Substantial Completion of the Work, or designated portion of the Work, is the date certified by the Architect/Engineer when construction is sufficiently completed in accordance with the City Of Denton General Conditions For Building Construction.

(a) the Contract Documents such that the Owner may beneficially occupy and use the Work, or designated portions of the Work, for the purposes for which it is intended and only trivial and insignificant items remain which do not affect the Work as a whole.

(b) When the Prime Contractor considers that the Work, or the portion of the Work which the Owner agrees to accept separately, is Substantially Complete, the Prime Contractor shall prepare and submit to the Architect/Engineer a comprehensive list of remaining items to be completed or corrected. The Prime Contractor shall proceed promptly to complete and correct items on the list (hereinafter called the "punch list"). Failure to include an item on the punch list does not alter the responsibility of the Prime Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the punch list, the Architect/Engineer will make an inspection to determine whether the Work, or designated portion of the Work, is Substantially Complete. If the Architect/Engineer's inspection discloses any item, whether or not included on the punch list, which is not in accordance with the requirements of the Contract Documents and which renders the Work inspected not Substantially Complete the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct the item upon notification by the Architect/Engineer. The Prime Contractor shall then submit a request for another inspection by the Architect/Engineer to determine Substantial Completion. When the Work or designated portion of the Work is Substantially Complete, the Architect/Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and the Prime Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Prime Contractor shall finish all items on the punch list accompanying the Certificate.

(c) The Certificate of Substantial Completion shall be submitted to the Owner and the Prime Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

(d) Upon Substantial Completion of the Work or designated portion thereof and upon application by the Prime Contractor and certification by the Architect/Engineer, the Owner shall make payment, reflecting adjustment in retainage, if any, for the Work, or portion of the Work, as provided in the Contract Documents.

9.8 PARTIAL OCCUPANCY OR USE

(a) The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate Supplemental Agreement with the Prime Contractor, provided such occupancy or use is consented to by the insurer as

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required under Subparagraph 11.2(e) and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided the Owner and Prime Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Prime Contractor considers a portion Substantially Complete, the Prime Contractor shall prepare and submit a list to the Architect/Engineer as provided under Subparagraph 9.7(b). Consent of the Prime Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Prime Contractor or, if no agreement is reached, by decision of the Architect/Engineer.

(b) Immediately prior to such partial occupancy or use, the Owner, Prime Contractor, and Architect/Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

(c) Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

(a) Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer, accompanied by the Owner's representative, will promptly make final inspection and, when the Architect/Engineer finds the Work acceptable under the Contract Documents and the Contract Documents fully performed, the Architect/Engineer will promptly issue a final Certificate for Payment stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of the Architect/Engineer's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Prime Contractor and noted in said final Certificate is due and payable. The Architect/Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.9(b) as a condition precedent to the Prime Contractor's being entitled to final payment have been fulfilled. Owner will normally make final payment within thirty (30) days after Owner's receipt and approval of the final Certificate for Payment. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, unless otherwise provided by separate agreement between the Owner and the Prime Contractor.

(b) Neither final payment nor any remaining retained percentage shall become due until the Prime Contractor submits to the Architect/Engineer:

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(1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
(2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner;
(3) a written statement that the Prime Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
(4) a consent of surety to final payment; and
(5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

(c) As a precondition to final payment by the Owner under this Contract, the Prime Contractor's affidavit under Clause (b)(1) shall state that the Prime Contractor has paid each of his subcontractors, laborers or materialmen in full for all labor and materials provided to Contractor for the Work performed under this Contract. In the event the Prime Contractor has not paid each of his subcontractors, laborers or materialmen in full, the Prime Contractor shall state in the affidavit the amount owed and the name of each subcontractor, laborer or materialmen to whom such payment is owed. IN ANY EVENT, THE PRIME CONTRACTOR SHALL BE REQUIRED TO EXECUTE THE OWNER'S STANDARD AFFIDAVIT OF FINAL PAYMENT AND RELEASE AS A PRECONDITION TO RECEIPT OF FINAL PAYMENT.

(d) If, after Substantial Completion of the Work, final completion of the Work is materially delayed through no fault of the Prime Contractor or by issuance of Change Orders affecting final completion and the Architect/Engineer confirms the delay, the Owner shall, upon application by the Prime Contractor and certification by the Architect/Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect/Engineer prior to certification of payment. Payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(e) The acceptance by the Prime Contractor of the final payment shall operate as and shall be a complete release of the Owner from all claims or liabilities under the Contract, for anything done or furnished or relating to the Work or the Project, or for any act or neglect of the Owner relating to or connected with the Work or the Project.

ARTICLE 10 SAFETY, SECURITY AND UTILITY PROVISIONS; ENVIRONMENTAL

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COMPLIANCE

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Prime Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract, and will comply with all applicable City, County, State and Federal health and safety regulations.

10.2 SAFETY OF PERSONS AND PROPERTY

(a) The Prime Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(1) employees on the Work and other persons who may be affected thereby;

(2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Prime Contractor or the Prime Contractor's Subcontractors or Sub-subcontractors; and

(3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(b) The Prime Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

(c) The Prime Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(d) When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Prime Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

(e) USE OF EXPLOSIVES - CLAIMS AND TOTAL INDEMNIFICATION. The Owner shall have the right to pre-approve the use of any explosives on the Project; the Prime Contractor shall not assume in its bid that permission to use explosives will be granted. The Owner shall NOT be liable for any claim for additional time or compensation as a result of the Owner's denial of permission to use explosives. Where use of explosives is permitted by the Owner, the Prime Contractor EXPRESSLY AGREES TO BE SOLELY RESPONSIBLE for the determination as to whether explosives shall actually be used, and for any result from the use, handling or storage of explosives, and shall INDEMNIFY, DEFEND AND HOLD COMPLETELY HARMLESS the Owner, its officers, agents and employees, and the Architect/Engineer against any and all claims, lawsuits, judgments, costs or expenses for personal injury (including death), property damage or other harm for

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which recovery of damages is sought, suffered by any person or persons, as the result of the use, handling or storage of the explosives by the Prime Contractor or any Subcontractor, REGARDLESS OF WHETHER SAID USE, HANDLING OR STORAGE WAS NEGLIGENT OR NOT, AND REGARDLESS OF WHETHER THE DAMAGE OR INJURY WAS CONTRIBUTED TO IN ANY WAY BY THE NEGLIGENCE OR FAULT OF THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, OR THE ARCHITECT/ENGINEER AND ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES. In the event of conflict with any other indemnity paragraph in this Contract, this paragraph controls. This indemnity paragraph is intended solely for the benefit of the parties to this Contract and is not intended to create or grant any rights, contractual or otherwise, to or for any other person or entity. The Prime Contractor shall furnish the Owner and the Architect/Engineer with evidence of insurance sufficient to cover possible damage or injury, which insurance shall either include the Owner and the Architect/Engineer as additional insureds or be sufficiently broad in coverage as to fully protect the Owner and the Architect/Engineer. All explosives shall be stored in a safe and secure manner, under the care of a competent watchman at all times, and all storage places shall be marked clearly and conspicuously: "DANGEROUS-EXPLOSIVES." The method of storing and handling explosives and highly flammable materials shall conform to Federal and State laws, City of Denton ordinances, and the City of Denton Fire Department regulations. The Prime Contractor shall notify any telecommunications and public utility company and any private property owners having structures in the proximity of the Project Site of the Prime Contractor's intention to use explosives, and such notice shall be given sufficiently in advance to enable the telecommunications and public utility companies and private property owners to take such steps as they may deem necessary to protect their property from injury. The notice shall not relieve the Prime Contractor of any responsibility for damage resulting from any blasting operations.

(f) The Prime Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2(a)(2) and 10.2(a)(3) caused in whole or in part by the Prime Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Prime Contractor is responsible under Clauses 10.2(a)(2) and 10.2(a)(3), except damage or loss attributable to acts or omissions of the Owner or Architect/Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Prime Contractor or any of its Subcontractors. The foregoing obligations of the Prime Contractor are in addition to the Prime Contractor's obligations under Paragraph 3.l9. To the extent that any such damage or loss may be covered by property insurance or other insurance required by the Contract Documents, the Owner and the Prime Contractor shall exercise their best efforts to make a claim and obtain recovery from the insurers to provide for the cost, in whole or in part, of the repair work or to provide for reimbursement for such damage or loss.

(g) The Prime Contractor shall designate a responsible member of the Prime Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall

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be the Prime Contractor's superintendent unless otherwise designated by the Prime Contractor in writing to the Owner and Architect/Engineer.

(h) The Prime Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

In an emergency affecting safety, health, or security of persons or property, the Prime Contractor shall act, at the Prime Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Prime Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

10.4 PUBLIC CONVENIENCE AND SAFETY

(a) The Prime Contractor shall place materials stored about the Work and shall conduct the Work at all times in a manner that causes no greater obstruction to the public than is considered necessary by the Owner. Sidewalks or streets shall not be obstructed, except by special permission of the Owner. The materials excavated and the construction materials or plant used in the performance of the Work shall be placed in a manner that does not endanger the Work or prevent free access to all fire hydrants, water mains and appurtenances, water valves, gas valves, manholes for the telephone, telegraph signal or electric conduits, wastewater mains and appurtenances, and fire alarm or police call boxes in the vicinity.

(b) The Owner reserves the right to remedy any neglect on the part of the Prime Contractor in regard to public convenience and safety which may come to the Owner's attention, after twenty-four (24) hours notice in writing to the Prime Contractor. In case of an emergency, the Owner shall have the right to immediately remedy any neglect without notice. In either case, the cost of any work done by the Owner to remedy the Prime Contractor's neglect shall be deducted from the Contract Sum. The Prime Contractor shall notify the City Traffic Control Department when any street is to be closed or obstructed. The notice shall, in the case of major thoroughfares or street upon which transit lines operate, be forty-eight (48) hours in advance. The Owner reserves the right to postpone or prohibit any closure or obstruction of any streets or thoroughfares to the extent necessary for the safety and benefit of the traveling public. The Prime Contractor shall, when directed by the Architect/Engineer or the Owner, keep any street or streets in condition for unobstructed use by City departments. When the Prime Contractor is required to construct temporary bridges or make other arrangements for crossing over ditches or around structures, the Prime Contractor's responsibility for accidents shall include the roadway approaches as well as the crossing structures.

10.5 BARRICADES, LIGHTS AND WATCHMEN

If the Work is carried on or adjacent to any street, alley or public place, the Prime Contractor shall, at the Prime Contractor's own cost and expense, furnish, erect and maintain sufficient

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barricades, fences, lights and danger signals, shall provide sufficient watchmen, and shall take such other precautionary measures as are necessary for the protection of persons or property and of the Work. All barricades shall be painted in a color that will be visible at night, shall indicate in bold letters thereon the Prime Contractor's name and shall be illuminated by lights from sunset to sunrise. The term “lights,” as used in this Paragraph, shall mean flares, flashers, or other illuminated devices. A sufficient number of barricades with adequate markings and directional devices shall also be erected to keep vehicles from being driven on or into any Work under construction. The Prime Contractor will be held responsible for all damage to the Work due to failure of barricades, signs, lights and watchmen to protect the Work. Whenever evidence is found of such damage, the Architect/Engineer may order the damaged portion immediately removed and replaced by the Prime Contractor at Prime Contractor's cost and expense. The Prime Contractor's responsibility for maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the Project has been finally accepted by the Owner.

10.6 PUBLIC UTILITIES AND OTHER PROPERTIES TO BE CHANGED

In case it is necessary to change or move the property of the Owner or of any telecommunications or public utility, such property shall not be removed or interfered with until ordered to do so by the Architect/Engineer. The right is reserved to the owner of any public or private utilities to enter upon the Project site for the purpose of making such changes or repairs of their property that may become necessary during the performance of the Work. The Owner reserves the right of entry upon the Project site for any purpose, including repairing or relaying sewer and water lines and appurtenances, repairing structures, and for making other repairs, changes, or extensions to any of the Owner's property. The Owner's actions shall conform to the Prime Contractor's current and approved schedule for the performance of the Work, provided that proper notification of schedule requirements has been given to the Owner by the Prime Contractor.

10.7 TEMPORARY STORM SEWER AND DRAIN CONNECTIONS

When existing storm sewers or drains have to be taken up or removed, the Prime Contractor shall at his own expense provide and maintain temporary outlets and connections for all public and private storm sewers and drains. The Prime Contractor shall also take care of all storm sewage and drainage which will be received from these storm drains and sewers; for this purpose, the Prime Contractor shall provide and maintain, at the Prime Contractor’s own expense, adequate pumping facilities and temporary outlets or diversions. The Prime Contractor shall, at the Prime Contractor’s own expense, construct such troughs, pipes, or other structures necessary and shall be prepared at all times to dispose of storm drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing storm sewers and connections shall be kept in service and maintained under the Contract, except where specified or ordered to be abandoned by the Architect/Engineer. All storm water and sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the Work under construction will be adequately protected.

10.8 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE OWNER;

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ELECTRICITY FOR THE PROJECT

(a) When the Prime Contractor desires to use the Owner's water in connection with the Work, the Prime Contractor shall make complete and satisfactory arrangements with the Denton Water Utilities Department and shall be responsible for the cost of the water the Prime Contractor uses. Where meters are used, the charge will be at the regular established rate; where no meters are used, the charge will be as prescribed by City ordinance, or where no ordinance applies, payment shall be based on estimates made by the Denton Water Utilities Department.

(b) The Prime Contractor shall make complete and satisfactory arrangements for electricity and metered electrical connections with the Owner or with Denton Municipal Electric in the event that separately metered electrical connections are required for the Project. The Prime Contractor shall pay for all electricity used in the performance of the Work through separate metered electrical connections obtained by the Prime Contractor through the City of Denton.

10.9 USE OF FIRE HYDRANTS

The Prime Contractor, Subcontractors, and any other person working on the Project shall not open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock, or tap any water main belonging to the Owner, unless duly authorized to do so by the Denton Water Utilities Department in accordance with the Denton City Code.

10.10 ENVIRONMENTAL COMPLIANCE

(a) The Prime Contractor and its Subcontractors are deemed to have made themselves familiar with and at all times shall comply with all applicable federal, state or local laws, rules, regulations, ordinances, and rules of common law now in effect (including any amendments now in effect), relating to the environment, Hazardous Substances or exposure to Hazardous Substances, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. §§ 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. §§ 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A §§ 1201, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601, et seq.; the Clean Air Act, 42 U.S.C.A. §§ 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. §§ 3808, et seq., and any current judicial or administrative interpretation of these laws, rules, regulations, ordinances, or rules of common law, including but not limited to any judicial or administrative order, consent decree, or judgment affecting the Project.

(b) In the event the Prime Contractor encounters on the site materials reasonably believed to be a Hazardous Substance that have not been rendered harmless, and removal of such materials is not a part of the scope of Work required under the Contract Documents, the Prime Contractor shall immediately stop Work in the affected area and report in writing the facts of such encounter to the Architect/Engineer and the Owner.

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Work in the affected area shall not thereafter be resumed except by written order of the Owner unless and until the material is determined not to be a Hazardous Substance or the Hazardous Substance is remediated. The Owner may choose to remediate the Hazardous Substance with a separate contractor or through a Change Order with the Prime Contractor. If the Owner determines that the Hazardous Substance exists in the affected area due to the fault or negligence of the Prime Contractor or any of its Subcontractors, the Prime Contractor shall be responsible for remediating the condition at the sole expense of the Prime Contractor in accordance with the Prime Contractor's APPROVED Spill Remediation Plan. An extension of the Contract Time for any delay in the progress schedule caused as a result of the discovery and remediation of a Hazardous Substance may be granted by the Owner only if all remaining Work on the Project must be suspended and the delay cannot be made up elsewhere in the progress schedule. Any request for an extension of the Contract Time related to the discovery and remediation of a Hazardous Substance is subject to the provisions of Paragraph 4.3 and Article 8.

(c) The Prime Contractor shall be responsible for identification, abatement, cleanup, control, removal, remediation, and disposal of any Hazardous Substance brought into or upon the site by the Prime Contractor or any Subcontractor or Supplier. The Prime Contractor shall obtain any and all permits necessary for the legal and proper handling, transportation, and disposal of the Hazardous Substance and shall, prior to undertaking any abatement, cleanup, control, removal, remediation, and disposal, notify the Owner and the Architect/Engineer so that they may observe the activities; provided, however, that it shall be the Prime Contractor's sole responsibility to comply with all applicable laws, rules, regulations, or ordinances governing the activities.

(d) Spill Prevention Plan. At least seventy-two (72) hours prior to commencing performance of any of the Work at the Project site, the Prime Contractor shall submit to the Owner for review and approval a Spill Prevention and Response Plan (SPRP) meeting the requirements of federal and state law, rules, and regulations. The SPRP shall be specially designed for the Prime Contractor's planned work methods and procedures. The SPRP shall be designed to complement all applicable safety standards, fire prevention regulations, and pollution prevention policies and procedures. The SPRP shall include estimates of the quantity and rate of flow should equipment fail, and detail containment or diversionary structures to prevent spills from leaving the site or migrating into adjacent properties or navigable waters. The SPRP shall include methods of recovery of spilled materials and all applicable twenty-four (24) hour emergency phone numbers, including without limitation that of the Owner's Project Manager or other designated representative. The Prime Contractor shall not commence any field work prior to approval of such plan by the Owner. The following additional rules shall apply with respect to spills caused by the Prime Contractor or a Subcontractor:

(1) The Prime Contractor shall immediately report any spill or release at the Project site, whether or not it is associated with this Contract, to the Owner's Project Manager or other designated representative. Thereafter, within two (2) working days after the occurrence of such event, the Prime Contractor shall submit a written

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report describing such event in a degree of detail reasonably acceptable to the Owner.

(2) The Prime Contractor shall immediately respond in accordance with the SPRP in the event of a spill.

(3) The Prime Contractor shall dispose of spilled materials in accordance with EPA and Texas Commission on Environmental Quality (TCEQ) regulations and any other applicable federal, state, or local laws, rules, or regulations. In connection with such disposals, the Prime Contractor shall use only those transporters and disposal facilities that are approved in advance in writing by the Owner. A copy of all transport manifests for the spilled materials shall be obtained and retained in the Prime Contractor's records for reference purposes, to be provided upon request of the Architect/Engineer, the Owner, or any governmental regulatory agency with jurisdiction over the matter. ALL COSTS OF COLLECTION, CONTAINMENT, AND DISPOSAL OF SPILLED MATERIALS SHALL BE THE SOLE RESPONSIBILITY OF THE PRIME CONTRACTOR.

(4) For purposes of this Subparagraph (e), the term "spill" includes any kind of environmental discharge or release.

(e) Clean Air Management Plan. The Prime Contractor shall comply with the Clean Air Management Plan submitted to and approved by the Owner during the contractor selection process. The Owner reserves the right, at the Prime Contractor's sole expense, to require the removal or retrofitting of any equipment used in the course of construction that does not comply with the Plan submitted to and approved by the Owner.

(f) The Prime Contractor shall deposit surplus or waste excavation or other materials removed as part of the Work at a legal disposal site in accordance with all applicable state, federal, and local laws, rules, regulations, and ordinances. The Prime Contractor shall submit to the Owner for review and approval all planned disposal sites or proposed uses for the surplus or waste excavation or other materials prior to removal of any excavation or other material from the Project site. A copy of all transport manifests for surplus or waste excavation or other materials shall be obtained and retained in the Prime Contractor's records for reference purposes, to be provided upon request to the Architect/Engineer, the Owner, or any governmental regulatory agency with jurisdiction over the matter.

(g) The Prime Contractor is responsible for obtaining all TXPDES Storm Water Permits from TCEQ for construction of the Project under regulations contained in 40 CFR Part 122, as amended, pursuant to the Clean Water Act, 33 U.S.C.A. §§1251 et seq. These regulations require the filing of a notice of intent to obtain and abide by the general storm water permit for construction activities promulgated by EPA, including but not limited to cleaning, grading, and excavation that disturb the applicable amount of total land area. In addition, the Prime Contractor shall comply with all regulations of the

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Owner relating to storm water and storm water runoff management at the Project site pursuant to Chapter 19, Article IX, Denton City Code, as amended.

(h) The Prime Contractor shall not install any materials in the performance of the Work that contain asbestos or asbestos-related material such as hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophylite or actinolite, whether friable or non-friable.

(i) The Owner reserves the right in its sole option to exercise the following remedies (without waiving the right to pursue the imposition of any civil or criminal fines or penalties that may be imposed under state, federal, or local laws or ordinances), at no additional cost to the Owner and without an extension of the Contract Time, in the event the Prime Contractor fails or refuses after seven (7) days advance written notice from the Owner to comply with the provisions of this Paragraph 10.10, the terms of the SPRP, the terms of the Clean Air Management Plan, any storm water permit or other environmental permit issued in connection with the Work, or any applicable environmental law, rule, regulation, or ordinance:

(1) suspend all or any portion of the Work until the noncompliance is corrected, or until a detailed plan to achieve compliance within a reasonably prompt period of time is prepared by the Prime Contractor and approved by the Owner;

(2) if the Prime Contractor fails to properly address the noncompliance within the time stipulated by the Owner, perform the necessary remediation or correction work and backcharge the Prime Contractor for the cost of the remediation or correction; or

(3) terminate the Contract for cause as provided in Article 13.

ARTICLE 11 INSURANCE AND BONDS

11.1 PRIME CONTRACTOR'S INSURANCE

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.2 PROPERTY INSURANCE

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.3 'UMBRELLA' LIABILITY INSURANCE

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Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.4 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.5 PERFORMANCE AND PAYMENT BONDS

(a) Subject to the provisions of Subparagraph 11.5(b), the Prime Contractor shall, with the execution and delivery of the Construction Services Agreement, furnish and file with the Owner in the amounts required in this Paragraph, the surety bonds described in Clauses (a)(1) and (a)(2) below, which surety bonds shall be in accordance with the Charter of the City of Denton and the provisions of Chapter 2253, Texas Government Code, as amended; each bond shall be signed by the Prime Contractor, as Principal, and by an established bonding company, as surety, meeting the requirements of Subparagraph 11.5(c) and approved by the Owner. The surety bonds shall be accompanied by an appropriate Power-of-Attorney clearly establishing the extent and limitations of the authority of each signer to so sign:

(1) Performance Bond. A good and sufficient bond in an amount equal to 100% of the total Contract Sum, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with Plans, Specifications and all other Contract Documents, including any Amendments thereof, for the protection of the Owner. This bond shall also provide for the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and acceptance of the improvements by the Owner or lesser or longer periods as may be otherwise designated in the Contract Documents.

(2) Payment Bond. A good and sufficient bond in an amount equal to 100% of the total Contract Sum, guaranteeing the full and prompt payment of all claimants supplying labor or materials in the prosecution of the Work provided for in the Contract Documents and any Amendments thereto, and for the use and protection of each claimant.

(b) If the Contract Sum, including Owner-accepted alternates and allowances, if any, is greater than $50,000, Payment bonds in 100% of the Contract Sum are mandatory and shall be required to be provided by the Contractor. If the Contract Sum is greater than $100,000, a Payment Bond and Performance Bond in 100% of the Contract amount is mandatory.

(c) No surety will be accepted by the Owner who is now in default or delinquent on any bonds or who is a party to any litigation against the Owner. All bonds shall be made and executed

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on the Owner's standard forms, shall be approved by the Owner, and shall be executed by not less than one corporate surety that is authorized and admitted to do business in the State of Texas, is licensed by the State of Texas to issue surety bonds, is listed in the most current United States Department of the Treasury List of Acceptable Sureties, and is otherwise acceptable to the Owner. Each bond shall be executed by the Prime Contractor and the surety, and shall specify that legal venue for enforcement of each bond shall lie exclusively in Denton County, Texas. Each surety shall designate an agent resident in Denton County, Texas to whom any requisite statutory notices may be delivered and on whom service of process may be had in matters arising out of the suretyship.

(d) Contractor will be required to furnish original performance and payment bonds for 100 percent of the total submission price before work is to commence. The Contractor shall assume all costs in increasing the bond limits if change orders are formally approved. Bonds shall be in accordance with the V.T.C.A Government Code Section 2253.021, as amended, from a surety licensed to do business in the State of Texas. The City, at its option, may waive the payment and performance bond requirements for projects of less than $50,000.

Bond forms are attached and shall be returned upon notice of contract award by the City. Bonds should be forwarded to the City of Denton within fourteen (14) calendar days from contract award. This contract is not fully executed until payment and performance bonds are received and accepted by the City. Upon approval, a purchase order will be issued.

(e) The failure of the Contractor to deliver the required statutory bonds and evidence of insurance within fourteen (14) calendar days after the Contract is awarded shall constitute a material breach of the Prime Contractor's bid proposal and the Owner may rescind the Contract award and collect or retain the proceeds of the bid security. By reason of the uncertainty of the market prices or materials and labor, and it being impracticable and difficult to determine accurately the amount of damages occurring to the Owner by reason of the Prime Contractor's failure to execute and furnish the statutory bonds within fourteen (14) calendar days, the filing of a bid proposal with the accompanying bid security will be considered as an acceptance of this Subparagraph 11.5(e). In the event the Owner should re-advertise for bids, the defaulting Prime Contractor shall not be eligible to bid, and the lowest responsible bid obtained in the re-advertisement shall be the bid referred to in this Paragraph.

ARTICLE 12 DEFECTIVE AND NONCONFORMING WORK

12.1 UNCOVERING OF WORK

(a) If a portion of the Work is covered contrary to the Architect/Engineer's request or to requirements specifically expressed in the Contract Documents, the Work must, if required in writing by the Architect/Engineer, be uncovered for the Architect/Engineer's

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observation and be replaced at the Prime Contractor's expense without change in the Contract Time.

(b) If a portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to it being covered, the Architect/Engineer may request to see such Work and it shall be uncovered by the Prime Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If any Work is not in accordance with the Contract Documents, the Prime Contractor shall pay the costs of uncovering, repair, replacement unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

(a) The Prime Contractor shall promptly correct Work rejected by the Architect/Engineer as failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Prime Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect/Engineer's services and expenses made necessary thereby.

(b) If any of the Work is found to be defective or nonconforming with the requirements of the Contract Documents, the Prime Contractor shall correct it promptly after receipt of written notice from the Architect/Engineer or the Owner to do so unless the Owner has previously given the Prime Contractor a written acceptance or waiver of the defect or nonconformity. The Prime Contractor's obligation to correct defective or nonconforming Work remains in effect for:

(1) one year after the date of Substantial Completion of the Work or designated portion of the Work;

(2) one year after the date for commencement of warranties established by agreement in connection with partial occupancy under Subparagraph 9.8(a); or

(3) the stipulated duration of any applicable special warranty required by the Contract Documents.

(c) The one-year period described in Clauses (b)(1) and (b)(2) shall be extended with respect to portions of the Work performed, repaired, or corrected after Substantial Completion by the period of time between Substantial Completion and the actual completion of the Work.

(d) The obligations of the Prime Contractor under this Paragraph 12.2 shall survive final acceptance of the Work and termination of this Contract. The Owner shall give notice to the Prime Contractor promptly after discovery of a defective or nonconforming condition in the Work. The one-year period stated in Clauses (b)(1) and (b)(2) does not limit the ability of the Owner to require the Prime Contractor to correct latent defects or

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nonconformities in the Work, which defects or nonconformities could not have been discovered through reasonable diligence by the Owner or the Architect/Engineer at the time the Work was performed or at the time of inspection for certification of Substantial Completion or Final Completion. The one year period also does not relieve the Prime Contractor from liability for any defects or deficiencies in the Work that may be discovered after the expiration of the one year correction period.

(e) The Prime Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Prime Contractor nor accepted by the Owner.

(f) If the Prime Contractor fails to correct defective or nonconforming Work within a reasonable time after notice from the Owner or the Architect/Engineer, the Owner may correct it in accordance with Paragraph 2.4. If the Prime Contractor does not proceed with correction of defective or nonconforming Work within a reasonable time fixed by written notice from the Architect/Engineer, the Owner may remove or replace the defective or nonconforming Work and store the salvageable materials or equipment at the Prime Contractor's expense. If the Prime Contractor does not pay costs of removal and storage within ten days after written notice, the Owner may, upon ten (10) additional days written notice, sell the materials and equipment at auction or at private sale and shall account for the proceeds after deducting costs and damages that should have been borne by the Prime Contractor, including compensation for the Architect/Engineer's services and expenses made necessary as a result of the sale. If the proceeds of sale do not cover costs which the Prime Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments due to the Prime Contractor then or thereafter are not sufficient to cover the deficiency, the Prime Contractor shall pay the difference to the Owner.

(g) The Prime Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether the construction is completed or partially completed, that is caused by the Prime Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

(h) Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Prime Contractor might have under the Contract Documents. Establishment of the one-year time period as described in Subparagraph 12.2(b) relates only to the specific obligation of the Prime Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Prime Contractor's liability with respect to the Prime Contractor's obligations other than specifically to correct the Work.

(i) Any Work repaired or replaced pursuant to this Article 12 shall be subject to the provisions of Article 12 to the same extent as Work originally performed or installed.

12.3 ACCEPTANCE OF NONCONFORMING WORK

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The Owner may, in the Owner's sole discretion, accept Work which is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. The adjustment will be accomplished whether or not final payment has been made.

ARTICLE 13 COMPLETION OF THE CONTRACT; TERMINATION; TEMPORARY SUSPENSION

13.1 FINAL COMPLETION OF CONTRACT

The Contract will be considered completed, except as provided in any warranty or maintenance stipulations, bond, or by law, when all the Work has been finally completed, the final inspection is made by the Architect/Engineer, and final acceptance and final payment is made by the Owner.

13.2 WARRANTY FULFILLMENT

Prior to the expiration of the specified warranty period provided for in the Contract Documents, the Architect/Engineer will make a detailed inspection of the Work and will advise the Prime Contractor and the Prime Contractor's Surety of the items that require correction. The Architect/Engineer will make a subsequent inspection and if the corrections have been properly performed, the Architect/Engineer will issue a letter of release on the maintenance stipulations to the Prime Contractor and the Surety. If for any reason the Prime Contractor has not made the required corrections before the expiration of the warranty period, the warranty provisions as provided for in the Contract Documents shall remain in effect until the corrections have been properly performed and a letter of release issued.

13.3 TERMINATION BY THE OWNER FOR CAUSE

(a) Notwithstanding any other provision of these General Conditions, the Work or any portion of the Work may be terminated immediately by the Owner for any good cause after giving seven (7) days advance written notice and opportunity to cure to the Prime Contractor, including but not limited to the following causes:

(1) Failure or refusal of the Prime Contractor to start the Work within ten (10) days after the date of written notice by the Owner to commence the Work.

(2) A reasonable belief that the progress of the Work being made by the Prime Contractor is insufficient to complete the Work within the specified time.

(3) Failure or refusal of the Prime Contractor to provide sufficient and proper equipment or construction forces to properly execute the Work in a timely manner.

(4) A reasonable belief that the Prime Contractor has abandoned the Work.

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(5) A reasonable belief that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry on the Work.

(6) Failure or refusal on the part of the Contractor to observe any requirements of the Contract Documents or to comply with any written orders given by the Architect/Engineer or the Owner as provided for in the Contract Documents.

(7) Failure or refusal of the Prime Contractor to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the Architect/Engineer.

(8) A reasonable belief by the Owner that collusion exists or has occurred for the purpose of illegally procuring the Contract or a Subcontractor, or that a fraud is being perpetrated on the Owner in connection with the construction of Work under the Contract.

(9) Repeated and flagrant violation of safe working procedures.

(10) The filing by the Prime Contractor of litigation against the Owner prior to completion of the Work.

(b) When the Work or any portion of the Work is terminated for any of the causes itemized above or for any other cause except termination for convenience pursuant to Subparagraph 13.3(e), the Prime Contractor shall, as of the date specified by the Owner, discontinue the Work or portion of the Work as the Owner shall designate, whereupon the surety shall, within fifteen (15) days after the written notice of termination for cause has been served upon the Prime Contractor and the surety or its authorized agents, assume the obligations of the Prime Contractor for the Work or that portion of the Work which the Owner has ordered the Prime Contractor to discontinue and may:

(1) perform the Work with forces employed by the surety;

(2) with the written consent of the Owner, tender a replacement contractor to take over and perform the Work, in which event the surety shall be responsible for and pay the amount of any costs required to be incurred for the completion of the Work that are in excess of the amount of funds remaining under the Contract as of the time of the termination; or

(3) with the written consent of the Owner, tender and pay to the Owner in settlement the amount of money necessary to finish the balance of uncompleted Work under the Contract, correct existing defective or nonconforming Work, and compensate the Owner for any other loss sustained as a result of Prime Contractor's default.

In the event of termination for cause involving Clause (b)(1) or (b)(2), the Surety shall assume the Prime Contractor's place in all respects, and the amount of funds remaining unpaid under the Contract shall be paid by the Owner for all Work performed by the surety or the replacement contractor in accordance with the terms

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of the Contract Documents, subject to any rights of the Owner to deduct any costs, damages, or actual damages that the Owner may have incurred, including but not limited to additional fees and expenses of the Architect/Engineer and attorneys fees, as a result of such termination.

(c) The balance of the Contract Sum remaining at the time of the Prime Contractor's default and of the termination shall become due and payable to the surety as the Work progresses, subject to all of the terms, covenants, and conditions of the Contract Documents. If the surety does not, within the time specified in Subparagraph 13.3(b), exercise its obligation to assume the obligations of the Contract, or that portion of the Contract which the Owner has ordered the Prime Contractor to discontinue, then the Owner shall have the power to complete the Work by contract or otherwise, as it may deem necessary. The Prime Contractor agrees that the Owner shall have the right to take possession of or use any or all of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Prime Contractor for the purpose of the Work, and to procure other tools, equipment, labor, and materials for the completion of the Work, and to charge to the account of the Prime Contractor the expenses of completion and labor, materials, tools, equipment, and incidental expenses. The expenses incurred by the Owner to complete the Work shall be deducted by the Owner out of the balance of the Contract Sum remaining unpaid to or unearned by the Contractor. The Prime Contractor and the surety shall be liable to the Owner for any costs incurred in excess of the balance of the Contract Sum for the completion and correction of the Work, and for any other costs, damages, expenses (including but not limited to additional fees of the Architect/Engineer and attorney's fees), and damages incurred as a result of the termination.

(d) The Owner shall not be required to obtain the lowest bid for the Work of completing the Contract as described in Subparagraph 13.3(c), but the expenses to be deducted from the Contract Sum shall be the actual cost of such Work. In case the Owner's expense is less than the sum which would have been payable under the Contract, if the same had been completed by the Prime Contractor, then the Owner may pay to the Prime Contractor (or the Surety, in the event of a complete termination for cause) the difference in the cost, provided that the Prime Contractor (or the Surety) shall not be entitled to any claim for damages or for loss of anticipated profits. In case such expenses for completion shall exceed the amount which would have been payable under the Contract if the same had been completed by the Prime Contractor, then the Prime Contractor and his Sureties shall pay the amount of the excess to the Owner on notice from the Owner for excess due. When only a particular part of the Work is being carried on by the Owner by contract or otherwise under the provisions of this Subparagraph, the Prime Contractor shall continue the remainder of the Work in conformity with the terms of the Contract, and in such manner as not to hinder or interfere with the performance of workmen employed and provided by the Owner.

(e) The unconditional right to terminate this Contract for the convenience of the Owner (including but not limited to non-appropriation of funding) is expressly retained by the Owner. In the event of termination for convenience, the Owner shall deliver at least ten (10) days advance written notice of termination for convenience to the Prime Contractor.

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Upon the Prime Contractor's receipt of such written notice, the Prime Contractor shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work in place. The Prime Contractor shall then be reimbursed by the Owner in accordance with the terms and provisions of the Contract Documents, not to exceed actual labor costs incurred, materials stored at the Project site or away from the Project site as approved by the Owner but not yet paid for, plus actual, reasonable, and documented termination charges, if any, paid by the Prime Contractor in connection with the Work in place which is completed and in conformance with the Contract Documents to the date of termination for convenience. No amount shall ever be due to the Prime Contractor for lost or anticipated profits.

13.4 TEMPORARY SUSPENSION OF THE WORK

(a) The Work or any portion of the Work may be temporarily suspended by the Owner immediately upon written notice to the Prime Contractor for any reason, including but not limited to:
(1) the causes described in Clauses 13.1(a)(1) through (a)(10) above;

(2) where other provisions in the Contract Documents require or permit temporary suspension of the Work;

(3) situations where the Work is threatened by, contributes to, or causes an immediate threat to public health, safety, or security; or

(4) other unforeseen conditions or circumstances.

(b) The Prime Contractor shall immediately resume the temporarily suspended Work when ordered in writing by the Owner to do so. The Owner shall not under any circumstances be liable for any claim of the Prime Contractor arising from a temporary suspension due to a cause described in Clause (a)(1) above; provided, however, that in the case of a temporary suspension for any of the reasons described under Clauses (a)(2) through (a)(4), where the Prime Contractor is not a contributing cause of the suspension under one of those Clauses or where the provision of the Contract Documents in question specifically provides that the suspension is at no cost to the Owner, the Owner will make an equitable adjustment for the following items, provided that a claim is properly made by the Prime Contractor under Subparagraph 4.3 of these General Conditions:

(1) an equitable extension of the Contract Time, not to exceed the actual delay caused by the temporary suspension as determined by the Architect/Engineer and the Owner;

(2) an equitable adjustment to the Contract Sum for the actual, necessary, and reasonable costs of properly protecting any Work that is finished or partially

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

finished during the period of the temporary suspension (no profit and overhead shall be allowed on top of these costs); and

(3) if it becomes necessary to move equipment from the Project site and then return it to the Project site when the Work is ordered to be resumed, an equitable adjustment to the Contract Sum for the actual, necessary, and reasonable cost of these moves; provided, however, that no adjustment shall be due if the equipment is moved to another Project site of the Owner.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW; COMPLIANCE WITH LAWS AND REGULATIONS

(a) This Contract shall be in all things governed by the laws of the State of Texas without regard to conflict of laws principles.

(b) The Contractor shall, during the performance of the Work, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.

14.2 SUCCESSORS AND ASSIGNS

The Owner and the Prime Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the promises, covenants, terms, conditions, and obligations contained in the Contract Documents. The Prime Contractor shall not assign, transfer, or convey its interest or rights in the Contract, in part or as a whole, without written consent of the Owner. If the Prime Contractor attempts to make an assignment, transfer, or conveyance without the Owner's written consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract Documents. The Owner shall not assign any portion of the Contract Sum due or to become due under this Contract without the written consent of the Prime Contractor, except where assignment is compelled or allowed by court order, the terms of the Contract Documents, or other operation of law.

14.3 WRITTEN NOTICE

Except as otherwise provided in Article 16, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid to the Project Manager or Superintendent of either party, or to an officer, partner, or other designated representative of either party. Mailed notices shall be addressed to the parties at an address designated by each party, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

14.4 RIGHTS AND REMEDIES; NO WAIVER OF RIGHTS BY OWNER

(a) The duties and obligations imposed on the Prime Contractor by the Contract Documents and the rights and remedies available to the Owner under the Contract Documents shall be in

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or made available by law.

(b) No action or failure to act by the Owner shall constitute a waiver of a right afforded the Owner under the Contract Documents, nor shall any action or failure to act by the Owner constitute approval of or acquiescence in a breach of the Contract by Prime Contractor, except as may be specifically agreed in writing by Change Order or Supplemental Agreement.

14.5 INTEREST

The Owner shall not be liable for interest on any progress or final payment to be made under the Contract Documents, except as may be provided by the applicable provisions of the Prompt Payment Act, Chapter 2251, Texas Government Code, as amended, subject to Paragraph 9.6(a) of these General Conditions.

14.6 OFFICERS OR EMPLOYEES OF THE OWNER NOT TO HAVE FINANCIAL INTEREST IN ANY CONTRACT OF THE OWNER

No officer or employee of the Owner shall have a financial interest, direct or indirect, in any Contract with the Owner, or be financially interested, directly or indirectly, in the sale to the Owner of any land, materials, supplies or services, except on behalf of the Owner as an officer or employee as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any violation of this article shall constitute malfeasance in office, and any officer or employee of Owner guilty thereof shall thereby forfeit his office or position. Any violation of this section, with the knowledge, express or implied, of the person, persons, partnership, company, firm, association or corporation contracting with the Owner shall render the Contract involved voidable by the Owner's City Manager or City Council.

14.7 VENUE

This Contract is deemed to be performed in Denton County, Texas, and if legal action is necessary to enforce this Contract, exclusive venue shall lie in Denton County, Texas.

14.8 INDEPENDENT CONTRACTOR

In performing the Work under this Contract, the relationship between the Owner and the Prime Contractor is that of an independent contractor. The Prime Contractor shall exercise independent judgment in performing the Work and is solely responsible for setting working hours, scheduling or prioritizing the Work flow and determining the means and methods of performing the Work, subject only to the requirements of the Contract Documents. No term or provision of this Contract shall be construed as making the Prime Contractor an agent, servant, or employee of the Owner, or making the Prime Contractor or any of the Prime Contractor's employees, agents, or servants eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which the Owner provides to its employees.

14.9 NONDISCRIMINATION

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

As a condition of this Contract, the Prime Contractor covenants that he will take all necessary actions to insure that, in connection with any work under this Contract, the Prime Contractor and its Subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. The Prime Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, the Prime Contractor shall keep, retain and safeguard all records relating to his Contract or Work performed thereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the Owner, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

14.10 GIFTS TO PUBLIC SERVANTS

(a) The Owner may terminate this Contract immediately if the Prime Contractor has offered, conferred, or agreed to confer any benefit on a City of Denton employee or official that the City of Denton employee or official is prohibited by law from accepting.

(b) For purposes of this Article, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

(c) Notwithstanding any other legal remedies, the Owner may require the Prime Contractor to remove any employee of the Prime Contractor from the Project who has violated the restrictions of this Article or any similar State or Federal law, and obtain reimbursement for any expenditures made to the Prime Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City of Denton employee or official.

ARTICLE 15 RIGHT TO AUDIT CONTRACTOR'S RECORDS

By execution of the Building Construction Services Agreement, the Prime Contractor grants the Owner the right to audit, at the Owner's election, all of the Prime Contractor's records and billings relating to the performance of the Work under the Contract Documents. The Prime Contractor agrees to retain its Project records for a minimum of five (5) years following completion of the Work. The Owner agrees that it will exercise the right to audit only at reasonable hours. City may review any and all of the services performed by Prime Contractor under this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City’s rights as may be disclosed by an audit under this section.

ARTICLE 16 NOTICE OF CONTRACT CLAIM

This Contract is subject to the provisions of the Denton City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Prime Contractor shall comply with the requirements of this ordinance as a precondition of any litigation relating to this

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. **Final negotiated contract**
2. **RFP/Bid documents**
3. **City's standard terms and conditions**
4. **Purchase order**
5. **Contractor terms and conditions**

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

EXHIBIT D
PAYMENT AND PERFORMANCE BOND REQUIREMENTS

Contractor will be required to furnish original performance and payment bonds for $250,000 before work is to commence. The Contractor shall assume all costs in increasing the bond limits if change orders are formally approved. Bonds shall be in accordance with the V.T.C.A Government Code Section 2253.021, as amended, from a surety licensed to do business in the State of Texas.

The contractor shall obtain an independent payment and performance bonds for 100% of the project value for any single project in excess of $250,000.

The City, at its option, may waive the payment and performance bond requirements for projects less than $50,000.

Bond forms will be provided by the City upon contract award and shall be returned upon notice of contract award by the City. Bonds should be forwarded to the City of Denton within fourteen (14) calendar days from contract award. This contract is not fully executed until payment and performance bonds are received and accepted by the City.

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

EXHIBIT E
INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

    - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

    - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[X] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least $100,000 for each accident, $100,000 per each employee, and a $500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[ ] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **$500,000.00** combined bodily injury and property damage per occurrence with a **$1,000,000.00** aggregate.

[ ] **Fire Damage Legal Liability Insurance**

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[ ] **Professional Liability Insurance**

Professional liability insurance with limits not less than **$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[ ] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[ ] **Environmental Liability Insurance**

Environmental liability insurance for $1,000,000 to cover all hazards contemplated by this contract.

[ ] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[ ] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than $_____ each occurrence are required.

[ ] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

ATTACHMENT 1

[X] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

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 governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes 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 overage 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 governmental entity 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 governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
   1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 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 governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

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

K. The contractor’s failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

Exhibit F
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

EXHIBIT G

CONTRACTORS PROPOSAL

Bid Lines

1	Product Proposal Pricing (PRICING SHALL INCLUDE ALL COSTS TO DELIVER GOODS AS SPECIFIED F.O.B DESTINATION):					
2	Excavation and Backfill					
3	Trench with Trencher 6in wide by 30in deep	Quantity: 2000	UOM: Ft	Price:	$1.29	Total: $2,580.00
	Manufacturer: D1					
4	Trench with Trencher 6in wide by 48in deep	Quantity: 5000	UOM: Ft	Price:	$1.34	Total: $6,700.00
	Manufacturer: D2					
5	Trench with Trencher 6in wide by 60in deep	Quantity: 5000	UOM: Ft	Price:	$1.65	Total: $8,250.00
	Manufacturer: D3					
6	Trench with Backhoe 18in wide 48in deep	Quantity: 25000	UOM: Ft	Price:	$2.06	Total: $51,500.00
	Manufacturer: D4					

7	Trench with Backhoe 18in wide 60in deep					
	Quantity: 25000	UOM: Ft	Price:	$2.32	Total:	$58,000.00
	Manufacturer:	D5				
8	Trench with Backhoe 18in wide 72in deep					
	Quantity: 15000	UOM: Ft	Price:	$2.57	Total:	$38,550.00
	Manufacturer:	D6				
9	Trench with Backhoe 18in wide 84in deep					
	Quantity: 1000	UOM: Ft	Price:	$3.60	Total:	$3,600.00
	Manufacturer:	D7				
10	Trench with Backhoe 18in wide 96in deep					
	Quantity: 1000	UOM: Ft	Price:	$4.22	Total:	$4,220.00
	Manufacturer:	D8				
11	Trench with Backhoe 24in wide 48in deep					
	Quantity: 1000	UOM: Ft	Price:	$4.22	Total:	$4,220.00
	Manufacturer:	D9				
12	Trench with Backhoe 24in wide 60in deep					
	Quantity: 10000	UOM: Ft	Price:	$4.73	Total:	$47,300.00
	Manufacturer:	D10				
13	Trench with Backhoe 24in wide 72in deep					
	Quantity: 10000	UOM: Ft	Price:	$5.30	Total:	$53,000.00
	Manufacturer:	D11				
14	Trench with Backhoe 24in wide 84in deep					
	Quantity: 5000	UOM: Ft	Price:	$6.38	Total:	$31,900.00
	Manufacturer:	D12				
15	Trench with Backhoe 24in wide 96in deep					
	Quantity: 1000	UOM: Ft	Price:	$8.44	Total:	$8,440.00
	Manufacturer:	D13				
16	Trench with Backhoe 36in wide 48in deep					
	Quantity: 1000	UOM: Ft	Price:	$5.30	Total:	$5,300.00
	Manufacturer:	D14				
17	Trench with Backhoe 36in wide 60in deep					
	Quantity: 1000	UOM: Ft	Price:	$6.33	Total:	$6,330.00
	Manufacturer:	D15				

18 Trench with Backhoe 36in wide 72in deep

Quantity: 1000 UOM: Ft Price: $7.41 Total: $7,410.00

Manufacturer: D16

19 Trench with Backhoe 36in wide 84in deep

Quantity: 1000 UOM: Ft Price: $8.44 Total: $8,440.00

Manufacturer: D17

20 Trench with Backhoe 36in wide 96in deep

Quantity: 1000 UOM: Ft Price: $10.55 Total: $10,550.00

Manufacturer: D18

21 Special trencher for trenching in rock, 6in width

Quantity: 2000 UOM: Ft Price: $6.33 Total: $12,660.00

Manufacturer: D19

22 Rock Adder, Backhoe 18in Width, Cutting & Jack Hammer

Quantity: 1000 UOM: Ft Price: $10.29 Total: $10,290.00

Manufacturer: D20

23 Rock Adder, Backhoe 24in Width, Cutting & Jack Hammer

Quantity: 1000 UOM: Ft Price: $10.08 Total: $10,080.00

Manufacturer: D21

24 Rock Adder, Backhoe 36in Width, Cutting & Jack Hammer

Quantity: 500 UOM: Ft Price: $12.61 Total: $6,305.00

Manufacturer: D22

25 Rock Adder, Backhoe 18in Width, Large Rock Quantity

Quantity: 1000 UOM: Ft Price: $6.74 Total: $6,740.00

Manufacturer: D23

26 Rock Adder, Backhoe 24in Width, Large Rock Quantity

Quantity: 1000 UOM: Ft Price: $10.29 Total: $10,290.00

Manufacturer: D24

27 Rock Adder, Backhoe 36in Width, Large Rock Quantity

Quantity: 1000 UOM: Ft Price: $12.61 Total: $12,610.00

Manufacturer: D25

28 Hand Digging 12in x 30in deep or less

Quantity: 1000 UOM: Ft Price: $10.14 Total: $10,140.00

Manufacturer: D26

29	Hand Digging 12in x 31in - 48in deep					
	Quantity: 500	UOM: Ft	Price:	$12.66	Total:	$6,330.00
	Manufacturer:	D27				
30	Concrete Backfill of Trench Excavated by Backhoe					
	Quantity: 2500	UOM: Cy	Price:	$150.00	Total:	$375,000.00
	Manufacturer:	D28				
31	Mechanical Tamping of Trench Excavated by Backhoe					
	Quantity: 2500	UOM: Ft	Price:	$1.59	Total:	$3,975.00
	Manufacturer:	D29				
32	2in - 4in Thick Asphalt Saw Cut					
	Quantity: 1000	UOM: LF	Price:	$6.84	Total:	$6,840.00
	Manufacturer:	D30				
33	1in - 6in Concrete Saw Cut					
	Quantity: 500	UOM: LF	Price:	$8.44	Total:	$4,220.00
	Manufacturer:	D31				
34	8in+ Thick Concrete Saw Cut					
	Quantity: 500	UOM: LF	Price:	$12.66	Total:	$6,330.00
	Manufacturer:	D32				
35	4in+ Asphalt and/or Concrete Saw Cut					
	Quantity: 1000	UOM: LF	Price:	$9.52	Total:	$9,520.00
	Manufacturer:	D33				
36	Conduit Installation in 6in Wide Trench					
37	Conduit 1in PVC					
	Quantity: 1000	UOM: Ft	Price:	$0.51	Total:	$510.00
	Manufacturer:	CT1				
38	Conduit 2in PVC					
	Quantity: 5000	UOM: Ft	Price:	$0.62	Total:	$3,100.00
	Manufacturer:	CT2				
39	Conduit 2 & 1/2 in PVC					
	Quantity: 5000	UOM: Ft	Price:	$0.62	Total:	$3,100.00
	Manufacturer:	CT3				

40 Conduit 3in PVC
Quantity: 100 UOM: Ft Price: $0.67 Total: $67.00
Manufacturer: CT4

41 Conduit 4in PVC
Quantity: 2500 UOM: Ft Price: $1.23 Total: $3,075.00
Manufacturer: CT5

42 Conduit 1in PVC 90 degree sweep
Quantity: 25 UOM: Ea Price: $4.53 Total: $113.25
Manufacturer: CT6

43 Conduit 2in PVC 90 degree sweep
Quantity: 50 UOM: Ea Price: $5.25 Total: $262.50
Manufacturer: CT7

44 Conduit 2 & 1/2 in PVC 90 degree sweep
Quantity: 50 UOM: Ea Price: $5.45 Total: $272.50
Manufacturer: CT8

45 Conduit 3in PVC 90 degree sweep
Quantity: 1 UOM: Ea Price: $5.66 Total: $5.66
Manufacturer: CT9

46 Conduit 4in PVC 90 degree sweep
Quantity: 50 UOM: Ea Price: $8.44 Total: $422.00
Manufacturer: CT10

47 Conduit 2in PVC 45 degree sweep
Quantity: 10 UOM: Ea Price: $5.25 Total: $52.50
Manufacturer: CT11

48 Conduit 2 & 1/2 in PVC 45 degree sweep
Quantity: 10 UOM: Ea Price: $5.45 Total: $54.50
Manufacturer: CT12

49 Conduit 3in PVC 45 degree sweep
Quantity: 1 UOM: Ea Price: $5.66 Total: $5.66
Manufacturer: CT13

50 Conduit 4in PVC 45 degree sweep
Quantity: 10 UOM: Ea Price: $8.44 Total: $84.40
Manufacturer: CT14

51 Conduit 4in PVC 22 & 1/2 degree sweep

Quantity: 10 UOM: Ea Price: $8.44 Total: $84.40

Manufacturer: CT15

52 Multiple Conduit Installations in 18in to 36in Trench

53 Conduit 1in PVC

Quantity: 1000 UOM: Ft Price: $0.67 Total: $670.00

Manufacturer: CB1

54 Additional 1in PVC Conduit in Trench

Quantity: 100 UOM: Ft Price: $0.67 Total: $67.00

Manufacturer: CB2

55 Conduit 2in PVC

Quantity: 25000 UOM: Ft Price: $0.77 Total: $19,250.00

Manufacturer: CB3

56 Additional 2in PVC Conduit in Trench

Quantity: 2000 UOM: Ft Price: $0.77 Total: $1,540.00

Manufacturer: CB4

57 Conduit 2 & 1/2 in PVC

Quantity: 20000 UOM: Ft Price: $0.82 Total: $16,400.00

Manufacturer: CB5

58 Additional 2 & 1/2in PVC Conduit in Trench

Quantity: 1000 UOM: Ft Price: $0.82 Total: $820.00

Manufacturer: CB6

59 Conduit 3in PVC

Quantity: 100 UOM: Ft Price: $0.67 Total: $67.00

Manufacturer: CB7

60 Additional 3in PVC Conduit in Trench

Quantity: 100 UOM: Ft Price: $0.67 Total: $67.00

Manufacturer: CB8

61 Conduit 4in PVC

Quantity: 20000 UOM: Ft Price: $1.59 Total: $31,800.00

Manufacturer: CB9

62 Additional 4in PVC Conduit in Trench

Quantity: 20000 UOM: Ft Price: $1.59 Total: $31,800.00

Manufacturer: CB10

63 Conduit 6in PVC

Quantity: 20000 UOM: Ft Price: $2.16 Total: $43,200.00

Manufacturer: CB11

64 Additional 6in PVC Conduit in Trench

Quantity: 12000 UOM: Ft Price: $2.16 Total: $25,920.00

Manufacturer: CB12

65 Bank of two 6in, two 4in, two 2in, and two 1in installed in conduit spacers

Quantity: 5000 UOM: Ft Price: $6.33 Total: $31,650.00

Manufacturer: CB13

66 Bank of three 6in, three 4in, three 2in, and two 1in installed in conduit spacers

Quantity: 1000 UOM: Ft Price: $8.03 Total: $8,030.00

Manufacturer: CB14

67 Conduit 1in PVC 90 degree sweep

Quantity: 500 UOM: Ea Price: $5.81 Total: $2,905.00

Manufacturer: CB15

68 Conduit 2in PVC 90 degree sweep

Quantity: 1000 UOM: Ea Price: $6.59 Total: $6,590.00

Manufacturer: CB16

69 Conduit 2 & 1/2 in PVC 90 degree sweep

Quantity: 1000 UOM: Ea Price: $7.41 Total: $7,410.00

Manufacturer: CB17

70 Conduit 3in PVC 90 degree sweep

Quantity: 5 UOM: Ea Price: $6.17 Total: $30.85

Manufacturer: CB18

71 Conduit 4in PVC 90 degree sweep

Quantity: 1000 UOM: Ea Price: $10.55 Total: $10,550.00

Manufacturer: CB19

72 Conduit 6in PVC 90 degree sweep

Quantity: 1000 UOM: Ea Price: $12.66 Total: $12,660.00

Manufacturer: CB20

73	Multiple Conduit Installations in 18in to 36in Trench (Continued)					
74	Conduit 2in PVC 45 degree sweep					
	Quantity: 50	UOM: Ea		Price: $6.59	Total:	$329.50
	Manufacturer: CB21					
75	Conduit 2 & 1/2 in PVC 45 degree sweep					
	Quantity: 50	UOM: Ea		Price: $7.41	Total:	$370.50
	Manufacturer: CB22					
76	Conduit 3in PVC 45 degree sweep					
	Quantity: 1	UOM: Ea		Price: $6.17	Total:	$6.17
	Manufacturer: CB23					
77	Conduit 4in PVC 45 degree sweep					
	Quantity: 200	UOM: Ea		Price: $10.55	Total:	$2,110.00
	Manufacturer: CB24					
78	Conduit 6in PVC 45 degree sweep					
	Quantity: 200	UOM: Ea		Price: $12.66	Total:	$2,532.00
	Manufacturer: CB25					
79	Conduit 4in PVC 22 & 1/2 degree sweep					
	Quantity: 100	UOM: Ea		Price: $8.44	Total:	$844.00
	Manufacturer: CB26					
80	Conduit 6in PVC 22 & 1/2 degree sweep					
	Quantity: 100	UOM: Ea		Price: $10.08	Total:	$1,008.00
	Manufacturer: CB27					
81	Primary and Secondary Conductor Installation					
82	Cable, Cu UF SOL, 12/2 awg Secondary					
	Quantity: 2500	UOM: Ft		Price: $0.62	Total:	$1,550.00
	Manufacturer: CI1					
83	Cable, Al #6 Duplex					
	Quantity: 5000	UOM: Ft		Price: $0.72	Total:	$3,600.00
	Manufacturer: CI2					
84	Cable, Al 4/0 4/0 2/0 Secondary					
	Quantity: 70000	UOM: Ft		Price: $1.34	Total:	$93,800.00
	Manufacturer: CI3					

85 Cable, 350, 350, 4/0 Secondary

Quantity: 10000 UOM: Ft Price: $1.59 Total: $15,900.00

Manufacturer: CI4

86 Cable, # 2 Al 15 kV Single Phase Pull

Quantity: 100000 UOM: Ft Price: $1.00 Total: $100,000.00

Manufacturer: CI5

87 Cable, # 1/0 Al 15 kV Single Phase Pull

Quantity: 500 UOM: Ft Price: $0.77 Total: $385.00

Manufacturer: CI6

88 Cable, #4/0 Al 15 kV Single Phase Pull

Quantity: 500 UOM: Ft Price: $1.34 Total: $670.00

Manufacturer: CI7

89 Cable, #2 Al 15 kV Three Phase Pull

Quantity: 25000 UOM: Ft Price: $2.16 Total: $54,000.00

Manufacturer: CI8

90 Cable, #1/0 Al 15 kV Three Phase Pull

Quantity: 1000 UOM: Ft Price: $1.65 Total: $1,650.00

Manufacturer: CI9

91 Cable, # 4/0 Al 15 kV Three Phase Pull

Quantity: 10000 UOM: Ft Price: $3.19 Total: $31,900.00

Manufacturer: CI10

92 Cable, 250 MCM Cu 15 kV Three Phase Pull (Includes 4/0 bare neutral)

Quantity: 1000 UOM: Ft Price: $2.11 Total: $2,110.00

Manufacturer: CI11

93 Cable, 500 MCM Cu 15 kV Three Phase Pull (Includes 4/0 bare neutral)

Quantity: 15000 UOM: Ft Price: $3.19 Total: $47,850.00

Manufacturer: CI12

94 Cable, 750 MCM Cu 15 kV Three Phase Pull (Includes 4/0 bare neutral)

Quantity: 150000 UOM: Ft Price: $7.41 Total: $1,111,500.00

Manufacturer: CI13

95 Cable, 8 Triplex Cu

Quantity: 2000 UOM: Ft Price: $0.46 Total: $920.00

Manufacturer: CI14

96	Install Fault Indicator Single Phase					
	Quantity: 700	UOM: Ea		Price: $11.32	Total:	$7,924.00
	Manufacturer: CI15					
97	Install Fault Indicator Three Phase					
	Quantity: 400	UOM: Set		Price: $17.49	Total:	$6,996.00
	Manufacturer: CI16					
98	Multiple Duct Bank Tagging of Conductors in Multiple Duct Banks (individual conduits and cables shall be included in base bid)					
	Quantity: 40	UOM: Ea		Price: $4.22	Total:	$168.80
	Manufacturer: CI17					
99	Terminations					
100	Elbow, Loadbreak #2 AL 220 mil 15 kV					
	Quantity: 1000	UOM: Ea		Price: $73.78	Total:	$73,780.00
	Manufacturer: T1					
101	Elbow, Loadbreak #1/0 AL 220 mil 15 kV					
	Quantity: 20	UOM: Ea		Price: $58.96	Total:	$1,179.20
	Manufacturer: T2					
102	Elbow, Loadbreak #4/0 AL 220 mil 15 kV					
	Quantity: 500	UOM: Ea		Price: $95.18	Total:	$47,590.00
	Manufacturer: T3					
103	Elbow, T Nonloadbreak 250 MCM or 4/0 15 kV					
	Quantity: 30	UOM: Ea		Price: $84.17	Total:	$2,525.10
	Manufacturer: T4					
104	Elbow, T Nonloadbreak 500 MCM 15 kV					
	Quantity: 60	UOM: Ea		Price: $105.27	Total:	$6,316.20
	Manufacturer: T5					
105	Elbow, T Nonloadbreak 750 MCM 15 kV					
	Quantity: 300	UOM: Ea		Price: $157.95	Total:	$47,385.00
	Manufacturer: T6					
106	Termination Rack / Utility Pole single phase # 2					
	Quantity: 150	UOM: Ea		Price: $478.49	Total:	$71,773.50
	Manufacturer: T7					

107	Termination Rack / Utility Pole vee phase # 2					
	Quantity: 4	UOM: Ea	Price:	$463.05	Total:	$1,852.20
	Manufacturer:	T8				
108	Termination Rack / Utility Pole 3 phase # 2					
	Quantity: 50	UOM: Ea	Price:	$792.33	Total:	$39,616.50
	Manufacturer:	T9				
109	Termination Rack / Utility Pole single phase #1/0					
	Quantity: 10	UOM: Ea	Price:	$378.67	Total:	$3,786.70
	Manufacturer:	T10				
110	Termination Rack on a Utility Pole vee phase # 1/0					
	Quantity: 5	UOM: Ea	Price:	$420.86	Total:	$2,104.30
	Manufacturer:	T11				
111	Termination Rack on a Utility Pole 3 phase # 1/0					
	Quantity: 5	UOM: Ea	Price:	$631.60	Total:	$3,158.00
	Manufacturer:	T12				
112	Termination Rack / Utility Pole single phase #4/0					
	Quantity: 1	UOM: Ea	Price:	$378.67	Total:	$378.67
	Manufacturer:	T13				
113	Termination Rack on a Utility Pole vee phase # 4/0					
	Quantity: 1	UOM: Ea	Price:	$420.86	Total:	$420.86
	Manufacturer:	T14				
114	Termination Rack on a Utility Pole 3 phase # 4/0					
	Quantity: 25	UOM: Ea	Price:	$792.33	Total:	$19,808.25
	Manufacturer:	T15				
115	Termination Rack on a Utility Pole 3 phase 250MCM					
	Quantity: 5	UOM: Ea	Price:	$1,093.83	Total:	$5,469.15
	Manufacturer:	T16				
116	Termination Rack on a Utility Pole 3 phase 500 MCM					
	Quantity: 30	UOM: Ea	Price:	$1,178.21	Total:	$35,346.30
	Manufacturer:	T17				
117	Termination Rack on a Utility Pole 3 phase 750MCM					
	Quantity: 100	UOM: Ea	Price:	$1,594.95	Total:	$159,495.00
	Manufacturer:	T18				

118 600 - 200 AMP Plug Adapter

Quantity: 210 UOM: Ea Price: $11.32 Total: $2,377.20

Manufacturer: T19

119 Insulated Plugs/Deadend Plugs

Quantity: 50 UOM: Ea Price: $11.32 Total: $566.00

Manufacturer: T20

120 Splice, #2 AL 220 mil 15 kV

Quantity: 50 UOM: Ea Price: $154.35 Total: $7,717.50

Manufacturer: T21

121 Splice, #1/0 AL 220 mil 15 kV

Quantity: 5 UOM: Ea Price: $121.42 Total: $607.10

Manufacturer: T22

122 Splice, #4/0 AL 220 mil 15 kV

Quantity: 25 UOM: Ea Price: $154.35 Total: $3,858.75

Manufacturer: T23

123 Splice, 250 MCM or 4/0 15 kV

Quantity: 25 UOM: Ea Price: $125.54 Total: $3,138.50

Manufacturer: T24

124 Splice, 500 MCM 15 kV

Quantity: 30 UOM: Ea Price: $138.92 Total: $4,167.60

Manufacturer: T25

125 Splice, 750 MCM 15 kV

Quantity: 150 UOM: Ea Price: $185.22 Total: $27,783.00

Manufacturer: T26

126 Indoor Termination 250MCM

Quantity: 30 UOM: Ea Price: $168.24 Total: $5,047.20

Manufacturer: T27

127 Indoor Termination 500MCM

Quantity: 60 UOM: Ea Price: $168.24 Total: $10,094.40

Manufacturer: T28

128 Indoor Termination 750MCM

Quantity: 200 UOM: Ea Price: $210.95 Total: $42,190.00

Manufacturer: T29

129	Arresters					
130	Arrester Elbow, 10 kV					
	Quantity: 300	UOM: Ea	Price:	$14.41	Total:	$4,323.00
	Manufacturer: A1					
131	Arrester, Bushing 10 kV					
	Quantity: 90	UOM: Ea	Price:	$14.41	Total:	$1,296.90
	Manufacturer: A2					
132	Arrester, Parking Stand 10 kV					
	Quantity: 30	UOM: Ea	Price:	$14.41	Total:	$432.30
	Manufacturer: A3					
133	Manholes and Vaults					
134	2 Way Manhole 12ft X 12ft X 9ft with 5ft of Cover					
	Quantity: 4	UOM: Ea	Price:	$4,160.00	Total:	$16,640.00
	Manufacturer: V1					
135	4 Way Manhole 12ft X 12ft X 9ft with 5ft of Cover					
	Quantity: 4	UOM: Ea	Price:	$4,160.00	Total:	$16,640.00
	Manufacturer: V2					
136	3 Way Manhole 12ft X 10ft X 9ft with 5ft of Cover					
	Quantity: 5	UOM: Ea	Price:	$4,160.00	Total:	$20,800.00
	Manufacturer: V3					
137	Additional foot of cover for 4 Way or 3 Way to 10ft					
	Quantity: 10	UOM: Ft	Price:	$735.74	Total:	$7,357.40
	Manufacturer: V4					
138	Polymer Concrete Vault 4ftW X 5ftD x 8ftL Surface Mount					
	Quantity: 120	UOM: Ea	Price:	$958.00	Total:	$114,960.00
	Manufacturer: V5					
139	Polymer Concrete Vault 4ftW X 5ftD x 6ftL Surface Mount					
	Quantity: 5	UOM: Ea	Price:	$874.65	Total:	$4,373.25
	Manufacturer: V6					

140	Polymer Concrete Vault 3ftW X 5ftD x 5ftL Surface Mount					
	Quantity: 30	UOM: Ea		Price: $589.62	Total:	$17,688.60
	Manufacturer: V7					
141	Polymer Concrete Vault 4ftW X 4ftD x 4ftL Surface Mount					
	Quantity: 5	UOM: Ea		Price: $442.06	Total:	$2,210.30
	Manufacturer: V8					
142	Polymer Concrete Box 13inW X 18inD x 24inL Surface Mount					
	Quantity: 12	UOM: Ea		Price: $210.43	Total:	$2,525.16
	Manufacturer: V9					
143	Polymer Concrete Box 12inW X 12inD x 12inL Surface Mount					
	Quantity: 100	UOM: Ea		Price: $133.77	Total:	$13,377.00
	Manufacturer: V10					
144	Fiberglass Sleeve, Pri. Connection Cabinet 1 Phase					
	Quantity: 15	UOM: Ea		Price: $159.50	Total:	$2,392.50
	Manufacturer: V11					
145	Fiberglass Sleeve, Pri. Connection Cabinet 3 Phase					
	Quantity: 25	UOM: Ea		Price: $267.54	Total:	$6,688.50
	Manufacturer: V12					
146	Excavation to Access side of a Manhole					
	Quantity: 10	UOM: Ea		Price: $736.76	Total:	$7,367.60
	Manufacturer: V13					
147	Excavation to Access side of a Vault					
	Quantity: 10	UOM: Ea		Price: $368.38	Total:	$3,683.80
	Manufacturer: V14					
148	6in Conduit Entry into Manhole					
	Quantity: 6	UOM: Ea		Price: $147.15	Total:	$882.90
	Manufacturer: V15					
149	4in Conduit Entry into Manhole					
	Quantity: 6	UOM: Ea		Price: $126.57	Total:	$759.42
	Manufacturer: V16					
150	2 1/2in Conduit Entry into Manhole					
	Quantity: 6	UOM: Ea		Price: $104.96	Total:	$629.76
	Manufacturer: V17					

151
2in Conduit Entry into Manhole
Quantity: 6 UOM: Ea Price: $104.96 Total: $629.76
Manufacturer: V18

152
6in Conduit Entry into Vault
Quantity: 6 UOM: Ea Price: $126.57 Total: $759.42
Manufacturer: V19

153
4in Conduit Entry into Vault
Quantity: 6 UOM: Ea Price: $84.38 Total: $506.28
Manufacturer: V20

154
2 1/2in Conduit Entry into Vault
Quantity: 6 UOM: Ea Price: $62.77 Total: $376.62
Manufacturer: V21

155
2in Conduit Entry into Vault
Quantity: 6 UOM: Ea Price: $62.77 Total: $376.62
Manufacturer: V22

156
Installation of 4ft x 6ft Concrete Pull Box
Quantity: 150 UOM: Ea Price: $2,000.00 Total: $300,000.00
Manufacturer: V23

157
Installation of 3ft x 5ft Concrete Pull Box
Quantity: 75 UOM: Ea Price: $1,750.00 Total: $131,250.00
Manufacturer: V24

158
Installation of Fiber Communications Box
Quantity: 50 UOM: Ea Price: $432.18 Total: $21,609.00
Manufacturer: V25

159
Foundations

160
Transformer Pad 48in X 54in Fibercrete
Quantity: 350 UOM: Ea Price: $185.22 Total: $64,827.00
Manufacturer: P1

161
Switch Gear Pad 7ft x 7ft x 3ft
Quantity: 50 UOM: Ea Price: $746.03 Total: $37,301.50
Manufacturer: P2

162	Transformer Pad 83in X 83in Old Castle					
	Quantity: 10	UOM: Ea	Price:	$637.98	Total:	$6,379.80
	Manufacturer:	P3				
163	Equipment					
164	Secondary Connection Pedestal					
	Quantity: 600	UOM: Ea	Price:	$97.76	Total:	$58,656.00
	Manufacturer:	E1				
165	Single Phase Transformer on Pad					
	Quantity: 350	UOM: Ea	Price:	$400.00	Total:	$140,000.00
	Manufacturer:	E2				
166	Three Phase Transformer on Pad up to 500KVA					
	Quantity: 30	UOM: Ea	Price:	$1,300.00	Total:	$39,000.00
	Manufacturer:	E3A				
167	Three Phase Transformer on Pad above 500KVA up to 1500KVA					
	Quantity: 20	UOM: Ea	Price:	$3,189.90	Total:	$63,798.00
	Manufacturer:	E3B				
168	Three Phase Transformer on Pad above 1500KVA					
	Quantity: 10	UOM: Ea	Price:	$5,350.80	Total:	$53,508.00
	Manufacturer:	E3C				
169	Switch Gear on Pad - (PME Gear)					
	Quantity: 75	UOM: Ea	Price:	$535.08	Total:	$40,131.00
	Manufacturer:	E4				
170	Primary 1 Phase Sectionalizing Pedestal on Sleeve					
	Quantity: 15	UOM: Ea	Price:	$164.64	Total:	$2,469.60
	Manufacturer:	E5				
171	Primary 3 Phase Sectionalizing Pedestal on Sleeve					
	Quantity: 20	UOM: Ea	Price:	$267.54	Total:	$5,350.80
	Manufacturer:	E6				
172	Fused Cabinet					
	Quantity: 5	UOM: Ea	Price:	$421.89	Total:	$2,109.45
	Manufacturer:	E7				

173	Fused Cabinet Sleeve					
	Quantity: 5	UOM: Ea	Price: $535.08	Total: $2,675.40		
	Manufacturer: E8					
174	Other					
175	20 Ft Concrete Pole and Street Light, 976 pounds					
	Quantity: 400	UOM: Ea	Price: $411.60	Total: $164,640.00		
	Manufacturer: SL1					
176	35 Ft Concrete Pole and Street Light 1,750 pounds					
	Quantity: 250	UOM: Ea	Price: $463.05	Total: $115,762.50		
	Manufacturer: SL2					
177	45 Ft Fiberglass Pole and Street Light					
	Quantity: 25	UOM: Ea	Price: $427.04	Total: $10,676.00		
	Manufacturer: SL3					
178	Streetlight Poles with either bases or anchor cages on streetlights					
	Quantity: 50	UOM: Ea	Price: $463.05	Total: $23,152.50		
	Manufacturer: SL4					
179	Antique Streetlight Poles with anchor cages/poured foundations					
	Quantity: 100	UOM: Ea	Price: $950.00	Total: $95,000.00		
	Manufacturer: SL5					
180	Service Installation					
181	Install 2.5in conduit with underground secondary conductors and warning tape.					
	Quantity: 50000	UOM: Ft	Price: $8.00	Total: $400,000.00		
	Manufacturer: S1					
182	Secondary Riser					
	Quantity: 50	UOM: Ea	Price: $391.02	Total: $19,551.00		
	Manufacturer: S2					
183	Trip charge for additional trips after initial trip					
	Quantity: 30	UOM: Trip	Price: $123.48	Total: $3,704.40		
	Manufacturer: S3					

184	Bore for service installations (Residential)					
	Quantity: 3000	UOM: Ft	Price:	$21.61	Total:	$64,830.00
	Manufacturer: S4					
185	Hourly					
186	Three man crew to perform small projects					
	Quantity: 250	UOM: HR	Price:	$195.00	Total:	$48,750.00
	Manufacturer: M1					
187	Two man crew and backhoe to perform small projects					
	Quantity: 300	UOM: HR	Price:	$180.00	Total:	$54,000.00
	Manufacturer: M2					
188	Three man crew and backhoe to perform medium projects					
	Quantity: 500	UOM: HR	Price:	$260.00	Total:	$130,000.00
	Manufacturer: M3					
189	Four man crew and backhoe to perform large projects					
	Quantity: 500	UOM: HR	Price:	$300.00	Total:	$150,000.00
	Manufacturer: M4					
190	Dump truck used on projects where all excavated material is hauled off					
	Quantity: 300	UOM: HR	Price:	$67.91	Total:	$20,373.00
	Manufacturer: M5					
191	Large Track Hoe per day					
	Quantity: 25	UOM: Ea	Price:	$936.39	Total:	$23,409.75
	Manufacturer: M6					
192	Large Track Hoe per week					
	Quantity: 10	UOM: Ea	Price:	$2,804.03	Total:	$28,040.30
	Manufacturer: M7					
193	Delivery & Pickup of Large Track Hoe					
	Quantity: 35	UOM: Ea	Price:	$262.40	Total:	$9,184.00
	Manufacturer: M8					
194	Aluminum Trench Box per day					
	Quantity: 25	UOM: Ea	Price:	$366.32	Total:	$9,158.00
	Manufacturer: M8					

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

195	Aluminum Trench Box per week					
	Quantity: 10	UOM: Ea		Price: $1,098.97	Total:	$10,989.70
	Manufacturer: M10					
196	Delivery & Pickup of Aluminum Trench Box					
	Quantity: 35	UOM: Ea		Price: $370.44	Total:	$12,965.40
	Manufacturer: M11					
197	Steel Trench Box 8ftHx16ftL per day					
	Quantity: 20	UOM: Ea		Price: $263.42	Total:	$5,268.40
	Manufacturer: M12					
198	Steel Trench Box 8ftHx16ftL per week					
	Quantity: 10	UOM: Ea		Price: $790.27	Total:	$7,902.70
	Manufacturer: M13					
199	Delivery & Pickup of Steel 8ftHx16ftL Trench Box					
	Quantity: 30	UOM: Ea		Price: $368.38	Total:	$11,051.40
	Manufacturer: M14					

DocuSign Envelope ID: DA64537A-EFA1-4BB7-BEC3-53A5975A49F8

EXHIBIT H

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

FX5 UTILITY CONSTRUCTION, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5

Signature of vendor doing business with the governmental entity

3/12/2021

Date

DocuSign

Certificate Of Completion

Envelope Id: DA64537AEFA14BB7BEC353A5975A49F8
Status: Completed
Subject: Please DocuSign: City Council Contract 7633 - Underground Electric Installation
Source Envelope:
Document Pages: 99
Signatures: 5
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
4/26/2021 8:18:46 AM
Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 4/28/2021 12:14:48 PM Viewed: 4/28/2021 12:16:19 PM Signed: 4/28/2021 12:18:08 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/28/2021 12:18:12 PM Viewed: 4/30/2021 8:40:14 AM Signed: 4/30/2021 8:41:49 AM
Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 68.185.202.16	Sent: 4/30/2021 8:41:51 AM Viewed: 4/30/2021 9:15:30 AM Signed: 4/30/2021 9:16:38 AM
Billy Ryan b.ryan@fx5utility.com President FX5 Utility Construction, LLC. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/30/2021 10:03:12 AM ID: 0b57a324-e0ed-4d3f-87f9-7034441a2cf5	DocuSigned by: Billy Ryan 0EF332BE93844A1... Signature Adoption: Pre-selected Style Using IP Address: 107.178.13.174	Sent: 4/30/2021 9:16:42 AM Viewed: 4/30/2021 10:03:12 AM Signed: 4/30/2021 10:47:20 AM

Signer Events	Signature	Timestamp
Antonio Puente Antonio.Puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Antonio Puente E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/30/2021 10:47:22 AM Viewed: 4/30/2021 11:13:01 AM Signed: 4/30/2021 11:13:19 AM
Electronic Record and Signature Disclosure: Accepted: 4/30/2021 11:13:01 AM ID: b09e88e4-417b-4a5f-9a11-f7c4772b97e7		
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.10	Sent: 4/30/2021 11:13:21 AM Viewed: 5/19/2021 8:37:25 AM Signed: 5/19/2021 8:38:06 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/19/2021 8:38:08 AM Viewed: 5/19/2021 8:38:48 AM Signed: 5/19/2021 8:38:54 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 47.184.66.131	Sent: 5/19/2021 8:38:58 AM Viewed: 5/19/2021 8:44:13 AM Signed: 5/19/2021 8:44:42 AM
Electronic Record and Signature Disclosure: Accepted: 5/19/2021 8:44:13 AM ID: 55c8985b-fac9-4177-a1c7-8c8094e1b52a		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/28/2021 12:18:12 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/30/2021 11:13:21 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/30/2021 11:13:21 AM Viewed: 4/30/2021 11:32:24 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/19/2021 8:44:44 AM Viewed: 5/19/2021 9:19:13 AM
Ralph Patterson Rowdy.patterson@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/18/2021 3:59:50 PM ID: 1396b4a2-9668-4e2a-b1c7-69d4f57d089e	COPIED	Sent: 5/19/2021 8:44:45 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/28/2021 12:14:48 PM
Certified Delivered	Security Checked	5/19/2021 8:44:13 AM
Signing Complete	Security Checked	5/19/2021 8:44:42 AM
Completed	Security Checked	5/19/2021 8:44:45 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

Docusign Envelope ID: E454D374-6059-4503-AF26-5F7971499B70

DocuSign Transmittal Coversheet

File Name	7633 – Underground Electric Installation, Extension
Purchasing Contact	Christa Christian

Docusign Envelope ID: E454D374-6059-4503-AF26-5F7971499B70

Procurment

901-B Texas Street, Denton, TX 76209 • (940) 349-7100

January 20, 2026

January 28, 2025
Mr. Billy Ryan
FX5 Utility Construction, LLC
PO Box 1297
Decatur, TX 76234
b.ryan@fx5utility.com

Ref: Extension of Contract # 7633 – Underground Electric Installation

Dear Mr. Ryan:

The City of Denton would like to extend the above referenced contract through Nov 17, 2026, with all pricing, terms and conditions, and contract's not-to-exceed amount remaining the same. If you are in agreement, please sign this letter.

We look forward to continuing to work with your company.

If you have any questions, please contact the Purchasing Office at (940) 349-7100 or purchasing@cityofdenton.com.

Sincerely,

DocuSigned by:
Christa Christian
6A8263DE08F4429...
Christa Christian, CPPB
Purchasing Supervisor

DocuSigned by:
Billy Ryan
65228446013349 6...
Billy Ryan
Authorized Rep.

1/20/2026
Date

Certificate Of Completion

Envelope Id: E454D374-6059-4503-AF26-5F7971499B70
Status: Completed
Subject: ***Purchasing Approval***7633 – Underground Electric Installation, Extension
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
1/20/2026 12:29:53 PM
Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Christa Christian 6A8263DE08F4429... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 1/20/2026 12:44:33 PM Viewed: 1/20/2026 12:45:32 PM Signed: 1/20/2026 12:45:53 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Billy Ryan b.ryan@fx5utility.com President & COO FX5 Utility Construction LLC. Security Level: Email, Account Authentication (None)	DocuSigned by: Billy Ryan 652284460133496... Signature Adoption: Pre-selected Style Using IP Address: 107.178.13.174	Sent: 1/20/2026 12:45:54 PM Viewed: 1/20/2026 12:50:22 PM Signed: 1/20/2026 3:33:43 PM
Electronic Record and Signature Disclosure: Accepted: 1/20/2026 12:50:22 PM ID: 2671b63f-2549-4fef-a3a7-58dfbef870b0		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Ralph Patterson Rowdy.patterson@cityofdenton.com Electric Line Division Manager Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/20/2026 3:33:44 PM
Electronic Record and Signature Disclosure: Accepted: 1/8/2026 11:21:44 AM ID: 4e2a1c2b-4750-4ed8-a5fa-a541ecffb1c1		

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 1/20/2026 3:33:45 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/20/2026 12:44:33 PM
Certified Delivered	Security Checked	1/20/2026 12:50:22 PM
Signing Complete	Security Checked	1/20/2026 3:33:43 PM
Completed	Security Checked	1/20/2026 3:33:45 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT EXTENSION BETWEEN THE CITY OF DENTON AND FX5 UTILITY CONSTRUCTION LLC THROUGH NOVEMBER 18, 2027, FOR UNDERGROUND ELECTRIC INSTALLATION FOR DENTON MUNICIPAL ELECTRIC; AND DECLARING AN EFFECTIVE DATE (RFP 7633 – EXTENDING A CONTRACT WITH FX5 UTILITY CONSTRUCTION LLC, TO NOVEMBER 18, 2027).

WHEREAS, Ordinance 21-889 authorized a contract to FX5 Utility Construction LLC for Underground Electric Installation for Denton Municipal Electric, which is on file in the office of the Purchasing Agent; and

WHEREAS, on January 20, 2026, Purchasing awarded a contract extension to FX5 Utility Construction LLC, to extend the contract to November 17, 2026; and

WHEREAS, the staff having recommended, and the City Manager having recommended to the City Council that an extension to the existing purchasing authority approved by Ordinance 21-889 be authorized between the City and FX5 Utility Construction LLC, to expire on November 18, 2027; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council finds that the action taken herein is in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The authority to receive services from FX5 Utility Construction LLC, authorized by Ordinance 21-889, is hereby extended under RFP 7633 to November 18, 2027.

SECTION 3. The City Council delegates the authority to the City Manager to take any actions that may be required or permitted to be performed by the City of Denton under RFP 7633 to the City Manager or their designee.

SECTION 4: This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 664322E5-8BDC-4400-9D89-C977989599D8

Docusign City Council Transmittal Coversheet

RFP	7633
File Name	Underground Electric Installation, Extension
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 664322E5-8BDC-4400-9D89-C977989599D8

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND FX5 UTILITY CONSTRUCTION, LLC

THIS FIRST AMENDMENT TO CONTRACT 7633 (this "Amendment") by and between the City of Denton, Texas ("City") and FX5 UTILITY CONSTRUCTION LLC ("Contractor") to that certain contract executed on May 18, 2021, in the original not-to-exceed amount of $15,000,000 (the "Agreement"); for services related to **Underground Electric Installation**.

WHEREAS, the City deems it necessary to further extend the contract to continue services provided by Contractor to the City pursuant to the terms of the Agreement, and to provide an additional additional one (1) year term with this Amendment.

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

NOW THEREFORE, the City and Contractor (hereafter collectively referred to as the "Parties"), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. This Amendment modifies the Agreement amount to provide an additional one (1) year term for additional services and materials to be provided in accordance with the terms of the Agreement. The term of the Agreement is extended until November 18, 2027.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

Docusign Envelope ID: 664322E5-8BDC-4400-9D89-C977989599D8

"CONTRACTOR"
FX5 UTILITY CONSTRUCTION LLC

Signed by:
By: Rachel Murray Director Contracts & Client Relations
E58A40B56089414...
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
By: Leah Bush
3A6254145BDA469...

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

Signed by:
Antonio Puente, Jr. Antonio Puente, Jr.
E3760944C2BE4B5...
SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Docusign Envelope ID: 664322E5-8BDC-4400-9D89-C977989599D8

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.
By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

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

FX5 Utility Construction LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by: Rachel Murray E58A40B56089414

Signature of vendor doing business with the governmental entity

5/4/2026
Date

Docusign Envelope ID: 664322E5-8BDC-4400-9D89-C977989599D8

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

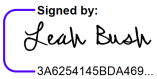
Certificate Of Completion

Envelope Id: 664322E5-8BDC-4400-9D89-C977989599D8
Status: Sent
Subject: Please DocuSign: City Council Contract 7633 - Underground Electric installation, Extension
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
4/15/2026 2:23:53 PM
Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 4/15/2026 2:30:27 PM Viewed: 4/15/2026 2:33:26 PM Signed: 4/15/2026 2:33:37 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 47.186.215.183	Sent: 4/15/2026 2:33:40 PM Viewed: 4/16/2026 8:06:06 AM Signed: 4/16/2026 8:09:17 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/16/2026 8:09:20 AM Viewed: 4/17/2026 10:10:27 AM Signed: 4/17/2026 10:41:14 AM
Rachel Murray r.murray@centerphaseenergy.com Director Contracts & Client Relations Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/4/2026 12:03:27 PM ID: e9e3a7b8-99f9-4a42-a08c-41584d61bdb1	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:a970:890:574:2d15:e0d4:f41c	Sent: 5/4/2026 11:18:05 AM Viewed: 5/4/2026 12:03:27 PM Signed: 5/4/2026 12:04:31 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/4/2026 12:25:48 PM ID: 7a37c843-309d-4a07-bdb0-54e5b27ef373	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/4/2026 12:04:33 PM Viewed: 5/4/2026 12:25:48 PM Signed: 5/4/2026 12:26:07 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/4/2026 12:26:09 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/15/2026 2:33:41 PM
Billy Ryan b.ryan@fx5utility.com President & COO FX5 Utility Construction LLC. Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/4/2026 11:18:09 AM Viewed: 5/4/2026 11:18:59 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Accepted: 5/1/2026 3:20:34 PM ID: ab532799-193a-4bb8-90bf-7cc9007aa0b8		
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/4/2026 12:26:10 PM Viewed: 5/4/2026 4:54:03 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ralph Patterson Rowdy.patterson@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/30/2026 12:16:58 PM ID: 5507a314-8a2c-4283-b891-a68d0ef2acd0		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/15/2026 2:30:27 PM
Envelope Updated	Security Checked	4/17/2026 1:12:43 PM
Envelope Updated	Security Checked	4/17/2026 1:12:43 PM
Envelope Updated	Security Checked	4/17/2026 1:12:43 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: June 8, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas Home-Rule Municipal Corporation, authorizing the City Manager, or their Designee, to execute an Amended and Restated Water and Wastewater Utilities Oversize Cost Participation Agreement with Meritage Homes of Texas, LLC, for the design and construction of a 30" wastewater main, 1.9 MGD lift station, wastewater force main, gravity wastewater main, and 12" potable water main; providing for the expenditure of funds therefore; and providing an effective date (Meritage Homes of Texas, LLC, in the amount not-to-exceed amount of $8,988,869.36).

BACKGROUND

The original Agreement dated 5 March 2024, states that the Developer agrees to design, construct and install required facilities and fund Eight Million Seven Hundred Thirty-Three Thousand Two Hundred One and 28/100 Dollars ($8,733,201.28) of the construction and install the Required Facilities. The City agreed to make payments to Developer for all Oversizing Costs in an amount not to exceed Seven Million Five Hundred Fifty-Three Thousand Three Hundred Twenty-Seven and 43/100 Dollars ($7,553,327.43), or 86.5% of the total estimated costs to design, construct and install the Required Facilities. The Required Facilities were required to be completed by the Developer; reviewed and inspected by the City; and approved and accepted by the City.

This Amendment retains the construction, City review, and City inspection components of the original agreement and is intended to capture and cover the final completed design and costs associated with the entire project. The original agreement was based off an incomplete design of the facilities and a Preliminary Opinion of Cost which did not include any geotechnical testing or reports. This Amendment provides a completed design of all facilities to include geotechnical testing and reports, updated scope of work for each facility, and the actual and contractual cost of the Required Facilities and Oversized Facilities. The amendment increases the City's contribution by $1,435,541.93; majority of the cost changes are associated with the Lake Ranch Interceptor but includes changes to the other facilities. The Lake Ranch Interceptor project includes the construction of a siphon box. During excavation and constructability reviews, existing subsurface soil conditions were found to be unsuitable for the originally designed installation method due to stability concerns. As a result, the design was revised, and the planned dry auger bore installation was changed to Horizontal Directional Drilling (HDD). This modification was necessary to mitigate geotechnical risks, maintain structural integrity, and ensure the safe and successful installation of the interceptor infrastructure. This agreement will assist the City in its

efforts to ensure the provision of water and wastewater services to the growing developments in the area.

RECOMMENDATION

Staff recommends approval of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On March 5, 2024, City Council approved the Oversized Participation Agreement with Allied Development, LLC. (Ordinance 24-0001).

ESTIMATED SCHEDULE OF PROJECT

The Developer is anticipating it to be completed in Q1 2027.

FISCAL INFORMATION

The City's financial obligation of $8,988,869.36 is funded from accounts 640548545.1360.401000 and 630600523.1360.401000.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Utilities Oversize Cost Participation Agreement
Exhibit 3 – Ordinance

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this acquisition, contact: Shawn Messick, 940-349-8390.

Legal point of contact: Marcella Lunn at 940-349-8339

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

AMENDED AND RESTATED
WATER & WASTEWATER UTILITIES OVERSIZE COST PARTICIPATION AGREEMENT BETWEEN THE CITY OF DENTON AND DEVELOPER FOR THE DESIGN AND INSTALLATION OF 30" WASTEWATER MAIN, 1.9 MGD LIFT STATION, WASTEWATER FORCE MAIN, GRAVITY WASTEWATER MAIN, AND 12" POTABLE WATER MAIN

This Amended and Restated Water and Wastewater Utilities Oversize Cost Participation Agreement (this "**Agreement**") is made and entered into this 16th day of June, 2026 (the "**Effective Date**") by and between the City of Denton, a Texas Home-Rule Municipal Corporation (hereinafter referred to as the "**City**"), and Meritage Homes of Texas, LLC, an Arizona limited liability company ("**Developer**") (each individually, a "Party," and collectively, the "Parties").

RECITALS:

WHEREAS, on March 5, 2024 (the "Original Agreement Date"), the City and Allied Development, LLC, a Texas limited liability company, entered into a Water and Wastewater Utilities Oversize Cost Participation Agreement (the "Original Agreement"); and

WHEREAS, Allied Development, LLC, assigned its rights, obligations, and interest in the Original Agreement to the Developer in that certain Assignment of Water and Wastewater Utilities Oversize Cost Participation Agreement dated 21st day of March, 2024 and

WHEREAS, the Parties desire to amend certain provisions of the Original Agreement and desire to restate such Original Agreement in its entirety, except as specifically provided for herein, such that the terms and provisions of this Agreement shall apply to the development of the Property (hereinafter defined); and

WHEREAS, Developer is the owner of certain real property for development located in the City of Denton, Texas and being described on **Exhibit A**, attached hereto and made a part hereof for all purposes (the "**Property**"); and

WHEREAS, Developer is in the process of developing and improving the Property and in connection with the same, must design, construct and install adequate water and wastewater facilities to service the Property (the "**Required Facilities**"); and

WHEREAS, the City, in accordance with its ordinances, wishes for Developer to oversize the Required Facilities, and City wishes to participate in the cost of designing, constructing and installing said Required Facilities to provide for oversized water and wastewater facilities to expand its utility system and ensure adequate utility service to other customers, as shown on **Exhibit B-1**, attached hereto and incorporated herein by reference (the "**Oversized Facilities**"); and

WHEREAS, the size, capacity, and scope of the Required Facilities and Oversized Facilities have been determined based on final design, and the costs reflected in **Exhibit C-1** represent actual, final costs for Phase 1 and awarded contractual amounts for Phase 2; and

WHEREAS, the City and Developer desire to enter into this Agreement under Subchapter C, Section 212 of the Texas Local Government Code, to provide for oversizing of improvements required to increase the capacity of improvements in anticipation of future development in the area; and

WHEREAS, the City and Developer desire to set forth, in writing, their understandings and agreement regarding the design, construction, and installation of the Required Facilities as more fully set forth herein; and

WHEREAS, the Phase 1 facilities described in **Exhibit D-1** have been fully designed, constructed, bid in accordance with applicable law, and inspected; and

WHERAS, portions of the Phase 1 facilities described in **Exhibit D-1** have been completed and formally accepted by the City; and

WHEREAS, the actual costs of Phase 1 facilities in **Exhibit D-1** are now known and reflected in revised **Exhibit C-1** attached hereto; and

WHEREAS, the Phase 2 facilities have been competitively bid and awarded, and the costs reflected in **Exhibit C-1** represent current contractual amounts rather than preliminary estimates, but do not include any change order costs that may be approved in the future; and

WHEREAS, this Agreement amends and restates the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Developer and the City do hereby AGREE as follows:

1. Term. This Agreement becomes effective upon the Effective Date and shall remain in effect until the Required Facilities are completed, have been accepted by the City, and the City has reimbursed the Developer for the portion of the costs for the Required Facilities attributable to oversizing in accordance with the terms hereof, unless earlier terminated in a writing that is signed by both the City and Developer. The Parties acknowledge that construction of the Oversized Facilities commenced within one year of the date of the Original Agreement, as set forth in and required by the Original Agreement.

2. Scope of Work

Developer shall design, install, and construct the Oversized Facilities.

3. City and Developer Rights and Responsibilities.

A. Developer agrees that City will cost participate only for City's proportionate share of the Oversized Facilities, and in accordance with Section 212.072 of the Texas Local Government Code, the City will reimburse Developer in an overall

total amount not to exceed $8,988,869.36, or one hundred percent (100%) of the total cost for any oversizing of the Required Facilities, whichever is less.

B. The Developer shall execute a performance bond for the construction of the improvements in the not-to-exceed amount of $8,988,869.36, to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code. The performance bond shall be maintained by the Developer until the completion of the Required Facilities and Oversized Facilities. Upon completion and acceptance of the Required Facilities and Oversized Facilities, Developer shall cause General Contractor to provide a two-year maintenance bond in the amount of the total cost of the Oversized Facilities. Upon providing such maintenance bond to the City, the Developer shall have no further obligation with respect to the Required Facilities or Oversized Facilities. Upon the expiration of said two-year period, the maintenance bond shall be terminated and released.

C. This Agreement is subject to and governed by the Denton Development Code and any other applicable ordinances of the City of Denton, Texas.

D. Developer shall obtain, at Developer's sole cost and expense, all necessary permits and licenses to construct and install the Required Facilities and Oversized Facilities. **ANY EASEMENTS OBTAINED BY THE DEVELOPER FOR THE REQUIRED FACILITIES AND OVERSIZED FACILITIES OBTAINED BY THE DEVELOPER SHALL BE ASSIGNED TO THE CITY, IF NOT TAKEN IN THE CITY'S NAME, PRIOR TO ACCEPTANCE OF THE REQUIRED FACILITIES AND OVERSIZED FACILITIES, AND THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE "PERMITTED EXCEPTIONS"), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS. THE CITY HAS OBTAINED, OR WILL OBTAIN, AND WILL MAKE AVAILABLE TO THE DEVELOPER ANY EASEMENTS FOR THE OVERSIZED FACILITIES LYING OUTSIDE THE DEVELOPER'S PROPERTY.**

To the extent any Required Facilities or Oversized Facilities need to be constructed in lands not owned by the City or Developer, the Developer shall use commercially reasonable efforts to obtain the easements. If the Developer is unable to obtain the easements required for the Oversized Facilities, after making an offer in writing, based on fair market value of the property interest to the property owner from whom the property interest is being acquired within 120 days, the City agrees to consider acquiring easements required for the Oversized Facilities. The Developer must provide the City with a survey and metes and bounds description of the property to be acquired and pay the City for all costs of obtaining the easements. The Developer must reimburse the City in full for any costs incurred to acquire the easements,

including but not limited to, City staff time, appraisals, title surveys, acquisition costs, relocation costs, and City resources.

E. The City agrees and acknowledges that the facilities contemplated in this Agreement will be completed in phases. The Developer shall complete the various facilities contemplated herein based upon the timeframes in **Exhibit D-1**, attached hereto and made a part hereof. The Parties further acknowledge that the Developer has begun construction of all Phase 1 facilities described in **Exhibit D-1** and that portions of Phase 1 have been completed and formally accepted by the City. Accordingly, reimbursement for the City Share attributable to Phase 1 various Required Facilities shall be processed in accordance with this Agreement.

F. The actual cost of Phase 1 Required Facilities and Oversized Facilities and the awarded contractual cost of Phase 2 Required Facilities and Oversized Facilities are set forth in revised **Exhibit C-1** attached hereto. Developer has funded the full cost of the Required Facilities (the "Developer Share"). All costs in excess of the Developer Share constitute Oversizing Costs. The City agrees to reimburse Developer for Oversizing Costs in an amount not to exceed $8,988,869.36, or one hundred percent (100%) of the total cost for any oversizing of the Required Facilities, whichever is less (the "City Share").

G. The Director of Water Utilities or their designee shall determine the appropriate level of cost participation for the City Share based upon the incremental cost between the Developer's Required Facilities and the City's requested Oversized Facilities. For Phase 1, such determination shall be based upon actual completed construction costs. For Phase 2, such determination shall be based upon competitively bid and awarded contractual amounts reflected in **Exhibit C-1**. Final approval of all oversize participation agreements between the City and the Developer shall come from the City Council after recommendation from the Public Utilities Board unless the participation amount is less than the expenditure level authorized by the City Manager.

H. The City shall not, in any case, be liable for any additional cost because of delays in beginning, continuing, or completing construction; changes in the price or cost of materials, supplies, or labor; unforeseen or unanticipated cost because of topography, soil, subsurface, or other site conditions; differences in the calculated and actual per linear feet of pipe or materials needed for the Oversized Facilities; the Developer's decision as to the contractors or subcontractors used to perform the work; or any other reason or cause, specified or unspecified, relating to the construction of the Oversized Facilities.

I. The City shall reimburse Developer, on a phase-by-phase basis, for the City Share of the various Required Facilities provided in **Exhibit D-1** within sixty (60) days of their acceptance by the City. The Parties acknowledge that portions of Phase 1 have been completed and formally accepted by the City, with the remaining Phase 1 facilities having been commenced.

J. To confirm the actual cost of the Required Facilities and Oversized Facilities, City shall have the right to inspect any and all records of the Developer, (and, to the extent available to the Developer, its agents, employees, contractors, or subcontractors) directly related to this Agreement and shall have the right to require the Developer to submit any necessary information, documents, invoices, receipts, or other records to verify the actual cost of the Required Facilities and Oversized Facilities. If the actual costs are lower than those noted on **Exhibit C-1**, the City Share shall be reduced pro rata; however, any cost underrun in the first phase of improvements shall not serve, by itself, to reduce the City's pro rata share, rather, such underruns shall be made available for application to any cost overruns in the second phase of construction, such that the City Share will apply to the complete construction of the Required Facilities and Oversized Facilities as a whole.

K. All notices, payments, or communications to be given or made pursuant to this Agreement by the Parties hereto, shall be sent to the Developer at the business address given below and to the City Manager for City at the address given below. Unless otherwise provided herein, any notice, notification, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail, registered or certified, and addressed to the party to be notified, with return receipt requested. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective upon receipt, unless otherwise stated herein. Requests for payment may also be made by the Developer to the City Manager via electronic mail using the address provided below.

If to Denton, to:

City Manager
City of Denton
215 E McKinney Street
Denton, Texas 76201
cmo@cityofdenton.com

If to the Developer to:

Collin Elton
Director of Land Development
8840 Cypress Waters Blvd., Suite 100
Coppell, TX 75019
Collin.Elton@meritagehomes.com

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' prior written notice to the other parties hereto.

L. **THE DEVELOPER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSS, OR LIABILITY OF ANY KIND WHATSOEVER (INCLUDING DEATH), BY REASON OF INJURY TO PROPERTY OR PERSON OCCASIONED BY ANY ACT OR OMISSION, NEGLECT, OR WRONGDOING OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR CONTRACTORS, OR OTHER PERSONS WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT; AND THE DEVELOPER SHALL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, THE DEVELOPER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL NOT INCLUDE ANY CLAIMS, DAMAGES, LOSSES, OR LIABILITIES OF ANY KIND WHATSOEVER THAT ARE CAUSED BY THE CITY'S SOLE NEGLIGENCE. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND DEVELOPER BASED UPON THE COMPARATIVE FAULT OF EACH.**

M. Prior to the final payment by the City:

i. The Required Facilities and Oversized Facilities must be (i) completed by the Developer; (ii) reviewed and inspected by the City; and (iii) approved and accepted by the City, such acceptance not to be unreasonably withheld, conditioned, delayed, or denied. During the work on the Required Facilities and Oversized Facilities, the City has the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress; and

ii. The City shall conduct a final inspection of the Required Facilities and Oversized Facilities and any deficiencies noted by the City during such inspection shall have been addressed by the Developer.

N. At the time of execution of this Agreement, the City represents and warrants that it has, and will continue to have, full water and wastewater capacity, available and unencumbered, to provide continuous, adequate water and wastewater services to the Property at full buildout. The City shall not withhold water or wastewater service to the Property on the premise that the City has insufficient water or wastewater capacity to provide same.

4. Capacity and Service Obligations. Any requirement or obligation for the City to provide capacity, water service, or wastewater service under this Agreement, whether expressly stated or implied, is subject to applicable state laws and regulations governing service and all applicable City ordinances, rules, and regulations including, without limitation, those related to

curtailment or service interruptions needed to address emergencies caused by lack of supply or infrastructure repair or failure.

5. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

6. Counterparts. This Agreement may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

7. Assignment. Developer shall maintain the right to sell, assign, or transfer its interest or rights in the Agreement, or any claim or cause of action related thereto in whole or in part, without the prior written consent of the City. In the event such assignment contains an assumption of obligations by the assignee, Developer shall no longer be liable for completion of the Required Facilities or Oversized Facilities in the event of default by the successor contractor or assignee.

8. Venue. Any and all suits for any breach of this Agreement, or any other suit pertaining to or arising out of this Agreement, shall be brought in a court of competent jurisdiction in Denton County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

9. Entire Agreement. This instrument embodies the entire agreement of the parties hereto and there are no promises, terms, conditions, or obligations other than those contained or incorporated herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto with respect to the subject matter of this Agreement.

10. Miscellaneous.

A. Pursuant to Section 2270.002 of the Texas Government Code, the Developer hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001 of the Texas Government Code.

B. The Developer hereby represents that (i) it does not engage in business with Iran, Sudan, or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153 of the Texas Government Code, as a company known to have contracts with or to provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist

organization" shall have the meaning given such term in Section 2252.151 of the Texas Government Code.

C. Developer acknowledges that, in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

D. Developer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

E. Notwithstanding any provision of this Agreement to contrary, the City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274 of the Texas Government Code and Developer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or any other designated country; (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or any other designated country; or (iii) is headquartered in China, Iran, North Korea, Russia, or any other designated country.

11. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. Developer shall be an independent contractor pursuant to this Agreement. Developer does not have any express or implied right or authority to assume or create any obligations on behalf of the City or to bind the City to any contract, agreement, or undertaking with any third party.

12. Certification of Execution. The person or persons signing and executing this Agreement on behalf of Developer, or representing themselves as signing and executing this Agreement on behalf of Developer, do hereby warrant and certify that he, she or they have been duly authorized by Developer to execute this Agreement on behalf of Developer and to validly and legally bind Developer to all terms, performances and provisions herein set forth.

[Signature pages follow]

EXECUTED in duplicate original counterparts by the undersigned duly-authorized officials and officers of the City and the Developer, on this the ___ day of _____, 2026.

CITY OF DENTON
A Texas Home-Rule Municipality

By: _____
CASSEY OGDEN, INTERIM CITY MANAGER

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By: _____

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

_____
Signature

_____
Title

Date Singed:_____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

DEVELOPER:

MERITAGE HOMES OF TEXAS, LLC
an Arizona limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2026, personally appeared _____, _____ of Meritage Homes of Texas, LLC, an Arizona limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

Exhibit A

Property Description

BEING an 81.5532 acre tract of land situated in the Gideon Walker Survey, Abstract No. 1330, Denton County, Texas, said 81.5532 being a portion of a called 0.565 acre tract of land conveyed to Michael G. Laney by deed recorded in Denton County Clerk's Instrument Number (D.C.C.I. No.) 1986-77231, Official Public Records, Denton County, Texas (D.R.D.C.T.), said 81.5532 acre tract being all of a called 7.83 acre tract of land identified as "Tract-1", all of a called 51.53 acre tract of land identified as "Tract-2", all of a called 1.21 acre tract of land identified as "Tract-11"and all of a called 4.11 acre tract of land identified as "Tract-12"conveyed to David H Laney, Trustee of the David H. Laney Trust, and as beneficiary of the Estate of Betty Curry Laney, Cause No. IE-99-290, as filed in the Denton County Probate Court, Denton County, Texas, by Special Warranty Deed recorded in D.C.C.I. No. 2002-141489, O.P.R.D.C.T., said 81.5532 being a portion of a called 0.6074 acre tract identified as "Tract-1", all of a called 6.65 acre tract of land identified as "Tract-3", a portion of a called 1.91 acre tract of land identified as "Tract-4", all of a called 1.34 acre tract of land identified as "Tract-5", all of a called 3.40 acre tract identified as "Tract-7", all of a called 2.50 acre tract of land identified as "Tract-8", all of a called 1.23 acre tract of land identified as "Tract-9", all of a called 1.29 acre tract of land identified as "Tract-10"conveyed to David Hart Laney, Trustee of the David Hart Laney Trust by Special Warranty Deed recorded in

D.C.C.I. No. 2010-65312, O.P.R.D.C.T., said 81.5532 acre tract being a portion of a called 0.746 acre tract of land conveyed to David Hart Laney, Trustee of the David Hart Laney Trust by Warranty Deed recorded in D.C.C.I. No. 2015-108591, O.P.R.D.C.T., said 81.5532 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a "X" scribed in concrete set at the northwest property corner of the said 7.83 acre tract, same being the northeast property corner of a called 80.695 acre tract of land conveyed to Pulte Homes of Texas, L.P., said beginning point being on the southwest right-of-way line of McKinney Street, being a variable width public right-of-way;

THENCE along the northeast property lines of the said 7.83 acre tract and along the said southwest right-of-way line of McKinney Street the following courses and distances; South 62°13'30" East,

137.55 feet to a 1/2"iron rod found; South 67°26'15" East, 128.27 feet to a 1/2"iron rod with a red illegible cap found; South 70°01'55" East, 232.42 feet to a 1/2"iron rod with a yellow illegible cap found at the northeast property corner of the said 7.83 acre tract, same being the most northerly northwest property corner of the said 51.53 acre tract;

THENCE along the northeast property lines of the said 51.53 acre tract and along the said southwest right-of-way line of McKinney Street the following courses and distances; South 70°06'50" East, 83.66 feet to a 5/8"iron rod with cap stamped "SPOONER 5922" set, hereinafter referred to as an iron rod set; South 70°54'41" East, 405.54 feet to a 1/2"iron rod found at the most northerly northeast property corner of the said 51.53 acre tract, same being the northwest property corner of a called 3.054 acre tract of land conveyed to Self Pet Kennel, Inc. by deed recorded in

D.C.C.I. No. 2011-56758, O.P.R.D.C.T.;

THENCE, South 03°33'59" West, along the east property line of the said 51.53 acre tract and along the west property line of the said 3.054 acre tract, 704.43 feet to a 1/2" iron rod found at the southwest property corner of the said 3.054 acre tract, same being the northwest property corner of the said 6.65 acre tract;

THENCE, South 86°39'55" East, along the north property line of the said 6.65 acre tract and along the south property line of the said 3.054 acre tract, 199.81 feet to a bolt found at the southeast property corner of the said 3.054 acre tract, same being the southwest property corner of a called 4.7362 acre tract of land conveyed to Joy Longville by deed recorded in D.C.C.I. No. 2006-6946, O.P.R.D.C.T.;

THENCE, South 86°32'00" East, continuing along the said north property line of the 6.65 acre tract and along the south property line of the said 4.7362 acre tract, 433.36 feet to a 1/2" iron rod found at the northeast property corner of the said 6.65 acre tract of land, same being the southeast property corner of the said 4.7362 acre tract, said 1/2"iron rod found being on the west property line of a called 47.267 tract of land identified as "Tract 6"conveyed to FSA & S Collin County, LLC by deed recorded in D.C.C.I. No. 2015-129157,D.R.D.C.T.;

THENCE, South 03°26'21" West, along the east property line of the said 6.65 acre tract and along the said west property line of the 47.267 acre tract, 345.44 feet to an iron rod set from which a 1/2" iron rod found at the most easterly southeast property corner of the said 6.65 acre tract, same being the northeast property corner of the said 1.91 acre tract, bears South 03°26'21" West 13.14 feet;

THENCE over and across the said 6.65 acre tract, 1.91 acre tract, the said 1.34 acre tract, the said 0.746 acre tract, the said 0.565 acre and the said 0.6074 acre tract the following courses and distances; North 85°40'37" West, a distance of 262.32 feet to an iron rod set; South 04°19'23" West, a distance of 243.74 feet to an iron rod set at the beginning of a curve to the left having a radius of 172.50 feet; Along said curve to the left, an arc length of 20.20 feet, and across a chord which bears South 00°58'04" West, a chord length of 20.19 feet to an iron rod set; South 02°23'16" East, a distance of 291.04 feet to an iron rod set at the beginning of a curve to the left having a radius of 272.50 feet; Along said curve to the left, an arc length of 48.88 feet, and across a chord which bears South 07°31'35" East, a chord length of 48.81 feet to an iron rod set; North 77°20'06" East, a distance of 235.59 feet to an iron rod set on the east property line of the said 0.6074 acre tract, same being the said west property line of the 47.267 acre tract;

THENCE South 03°26'21" West, along the east property lines of the said 0.6074 acre tract, the said 0.565 acre tract, the said 3.40 acre tract, the said 1.23 acre tract, the said 1.29 acre tract, the said 1.21 acre tract, and along the said west property line of the 47.567 acre tract, 799.58 feet to a 1/2"iron rod with yellow cap stamped "4158"found at the southeast property corner of the called

1.21 acre tract, same being the most easterly northeast property corner of the said 4.11 acre tract;

THENCE, South 04°48'50" West, along the east property line of the said 4.11 acre tract and along the said west property line of the 47.267 acre tract, 156.87 feet to USA Army Corps of Engineers Concrete Monument with Brass Disc (COE MON) stamped "P250W" found at the southwest property corner of the said 47.267 acre tract, same being a north property corner of a called

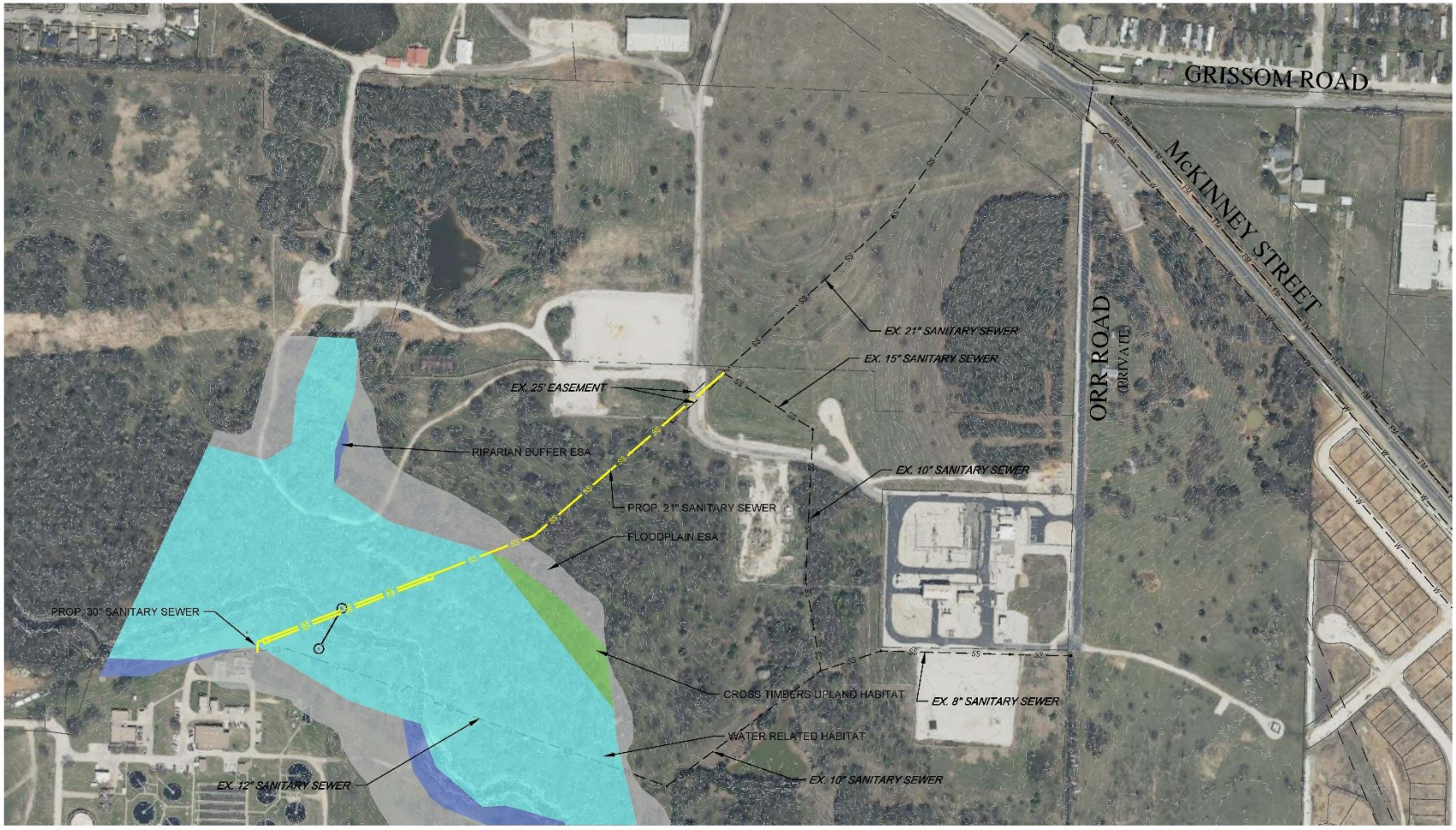
14,709.96 acre tract of land conveyed to the United States of America by deed recorded in Volume 411, Page 194, D.R.D.C.T.;

THENCE, along the southerly property lines of the said 4.11 acre tract and the said 51.53 acre tract, same being the northerly property lines of the said 14,709.96 acre tract the following courses and distances: South 01°14'01" East, 45.85 feet to a COE MON stamped "P249W"found at the southeast property corner of the said 4.11 acre tract; South 89°08'34" West, 1,483.41 feet to a COEMON stamped "P248W"found at the southwest property corner of the said 51.53 acre tract, same being on the east property line of the said 80.695 acre;

THENCE, North 01°40'14" East, along the west property line of the said 51.53 acre tract, along the west property line of the said 7.83 acre tract, and along the said east property line of the 80.695 acre tract, 2,994.22 feet to the Point of Beginning containing 81.5532 acres (3,552,459 square feet) of land more or less.

Exhibit B-1

Oversized Facilities



FORESITE group

Exhibit B
Oversized Facilities

REVISIONS DATE

PROJECT:
STELLA HILLS
DENTON, TX

TITLE:
LAKE RANCH INTERCEPTOR

SHEET NUMBER:
1 OF 5

PROJECT MANAGER: SJF
DRAWING BY: RC
JURISDICTION: DENTON, TX
DATE: 7/9/2023
COMMENTS: FOR EXHIBIT PURPOSES ONLY
JOB/FILE NUMBER: 1932.001



FORESITE group
TBPE Firm No. F-12870
Foresite Group, LLC
4925 Greenville Avenue
Suite 490
Dallas, TX 75206
e | 214.939.7123
f | 888.765.8133
w | www.foresitegroup.net
D/B/A Foresite Consulting Group of Texas, LLC

Exhibit B
Oversized Facilities

REVISIONS | DATE

PROJECT:

STELLA HILLS
DENTON, TX

TITLE:

TOWNSEND GREEN BYPASS SEWER

SHEET NUMBER:
2 OF 5

PROJECT MANAGER:	SJF
DRAWING BY:	FG
JURISDICTION:	DENTON, TX
DATE:	7/3/2023
COMMENTS:	FOR EXHIBIT PURPOSES ONLY
JOB/FILE NUMBER:	1932.001



FORESITE group

TBPE Firm No. F-12978

Foresite Group, LLC
4925 Greenville Avenue
Suite 480
Dallas, TX 75206

(214) 997-7129
(888) 765-8135
www.foresitegroup.net

(D/B/A Foresite Consulting Group of Texas, LLC)

Exhibit B
Oversized Facilities

REVISIONS: DATE

PROJECT:

STELLA HILLS
DENTON, TX

TITLE:

OFFSITE WATER IMPROVEMENTS

SHEET NUMBER:

3 OF 5

PROJECT MANAGER:	SJF
DRAWING BY:	FG
JURISDICTION:	DENTON, TX
DATE:	7/6/2022
COMMENTS:	FOR EXHIBIT PURPOSES ONLY
JOB/FILE NUMBER:	1932.001



FORESITE group
TBPE Firm No. F-12078
Foresite Group, LLC
4925 Greenville Avenue
Suite 480
Dallas, TX 75206
o | 214.939.7123
f | 888.765.8135
w | www.foresitegroup.net
D/B/A Foresite Consulting Group of Texas, LLC

Exhibit B
Oversized Facilities

REVISIONS DATE

PROJECT:
STELLA HILLS
DENTON, TX

TITLE:
ONSITE OVERSIZING

SHEET NUMBER:
4 OF 5

PROJECT MANAGER:	SJF
DRAWING BY:	FG
JURISDICTION:	DENTON, TX
DATE:	7/6/2023
COMMENTS:	FOR EXHIBIT PURPOSES ONLY
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Exhibit B
Oversized Facilities

REVISIONS: DATE:

PROJECT:

STELLA HILLS
DENTON, TX

TITLE:

PHASING PLAN

SHEET NUMBER:

5 OF 5

PROJECT MANAGER:	SJF
DRAWING BY:	FG
JURISDICTION:	DENTON, TX
DATE:	7/2/2023
COMMENTS:	FOR EXHIBIT PURPOSES ONLY
JOB/FILE NUMBER:	1932.001

Exhibit C-1

Actual and Contractual Cost of Required Facilities and Oversized Facilities

Stella Hills Phase 1 Offsite Improvements

PROJECT COSTS

January 26, 2026

Item	Quantity	Unit	Unit Price	TOTAL
TOWNSEND GREEN BYPASS				
12" SDR-26 PVC Pipe	294	LF	$ 168.50	$ 49,539.00
5' Diameter Manhole	1	EA	$ 9,750.00	$ 9,750.00
Cleanout	1	EA	$ 1,100.00	$ 1,100.00
Trench Safety	294	LF	$ 0.10	$ 29.40
TV, Air, Mandrel Testing (Excluding Geotech Testing)	294	LF	$ 6.60	$ 1,940.40
Maintanence Bond	1	LS	$ 1,500.00	$ 1,500.00
			Sub-Total	$ 63,858.80
			Developer Cost (% of Flow)	$ -
			City Cost (% of Flow)	$ 63,858.80
LIFT STATION & FORCEMAIN				
Lift Station	1	EA	$ 3,265,525.00	$ 3,265,525.00
12" Force Main (Phase 1)	3018	LF	$ 98.70	$ 297,876.60
24" Encasement by Bore	65	LF	$ 860.00	$ 55,900.00
Trench Safety (Phase 1)	3,018	LF	$ 0.10	$ 301.80
Hydrostatic Testing (Phase 1)	3,018	LF	$ 6.60	$ 19,918.80
12" Force Main (Phase 2)	2,921	LF	$ 200.00	$ 584,200.00
2" Air Release Valve in Vault	2	EA	$ 33,000.00	$ 66,000.00
12" Gate Valve in Manhole	1	EA	$ 44,000.00	$ 44,000.00
6' Diameter Manhole Over Existing SS	1	EA	$ 56,000.00	$ 56,000.00
Remove/Replace Asphalt Pavement	60	SY	$ 370.00	$ 22,200.00
Trench Safety (Phase 2)	2,921	LF	$ 4.60	$ 13,436.60
Testing (Phase 2)	2,921	LF	$ 9.30	$ 27,165.30
Bonds	1	LS	$ 75,328.68	$ 75,328.68
			Sub-Total	$ 4,527,852.78
			Developer Cost (% of Flow)	$ 984,592.90
			City Cost (% of Flow)	$ 3,543,259.88

ONSITE UPSIZING

8" SDR-26 PVC Pipe (Phase 1)	248	LF	$	99.50	$	24,676.00
8" SDR-26 PVC Pipe (Phase 2)	150	LF	$	81.25	$	12,187.50
10" SDR-26 PVC Pipe in lieu of 8" SDR-26 PVC Pipe	597	LF	$	5.50	$	3,283.50
12" SDR-26 PVC Pipe in lieu of 8" SDR-26 PVC Pipe	927	LF	$	68.50	$	63,499.50
15" SDR-26 PVC Pipe in lieu of 8" SDR-26 PVC Pipe	301	LF	$	70.50	$	21,220.50
5' Diameter Manhole in lieu of 4' Diameter Manhole	1	EA	$	4,175.00	$	4,175.00
Cleanout (Phase 1)	1	EA	$	1,100.00	$	1,100.00
Cleanout (Phase 2)	1	EA	$	1,078.07	$	1,078.07
16" Encasement by Bore	65	LF	$	675.00	$	43,875.00
				Sub-Total	$	175,095.07
				Developer Cost	$	-
				City Cost	$	175,095.07

TRINITY ROAD WATERLINE

12" AWWA C900 PVC Pipe	1,120	LF	$	200.00	$	224,000.00
12" Gate Valve	3	EA	$	6,000.00	$	18,000.00
Fire Hydrant Assembly	2	EA	$	15,000.00	$	30,000.00
18" Encasement by Bore	200	LF	$	950.00	$	190,000.00
Connect to Existing Water Line	1	EA	$	21,000.00	$	21,000.00
12"x12" Tapping Sleeve and Valve	1	EA	$	27,000.00	$	27,000.00
Remove and Replace Asphalt	45	SY	$	220.00	$	9,900.00
Traffic Control	1	LS	$	13,000.00	$	13,000.00
Trench Safety	920	LF	$	4.00	$	3,680.00
Hydrostatic & Chlorination Testing (Excluding Geo. Test)	1,120	LF	$	10.00	$	11,200.00
Bonds	1	LS	$	14,985.95	$	14,985.95
				Sub-Total	$	562,765.95
				Developer Cost	$	-
				City Cost	$	562,765.95

Stella Hills Phase 2 Offsite Improvements

PROJECT COSTS

January 26, 2026

Item	Quantity	Unit	Unit Price	TOTAL
LAKEVIEW RANCH INTERCEPTOR				
21" F679 PS115 PVC Pipe	1,143	LF	$ 323.57	$ 369,840.51
30" F679 PS115 PVC Pipe	49	LF	$ 551.07	$ 27,002.43
16" HDPE	600	LF	$ 107.05	$ 64,230.00
24" HDPE	600	LF	$ 164.55	$ 98,730.00
HDD Mobilization	1	LS	$ 227,771.55	$ 227,771.55
HDD 16" HDPE	530	LF	$ 380.15	$ 201,479.50
HDD 24" HDPE	530	LF	$ 475.60	$ 252,068.00
6' Diameter Manhole	3	EA	$ 46,000.00	$ 138,000.00
Siphon Box	2	EA	$ 593,016.33	$ 1,186,032.66
R&R Asphalt Drive	350	SY	$ 220.00	$ 77,000.00
Connect to Existing Manhole	1	EA	$ 80,000.00	$ 80,000.00
Connect to Existing Grit Box	1	EA	$ 146,630.45	$ 146,630.45
Trench Safety	1,192	LF	$ 28.00	$ 33,376.00
TV, Air, Mandrel Testing	1,192	LF	$ 9.00	$ 10,728.00
Bonds	1	LS	$ 211,275.25	$ 211,275.25
R&R Rip-Rap	1	LS	$ 33,350.00	$ 33,350.00
Bypass Pumping	1	LS	$ 365,964.11	$ 365,964.11
All Weather Drive	1	LS	$ 56,350.00	$ 56,350.00
Remove/Replace Temporary Fence	1	LS	$ 4,025.00	$ 4,025.00
			Sub-Total	$ 3,583,853.46
			Developer Cost (% of Flow)	$ 157,625.05
			City Cost (% of Flow)	$ 3,426,228.41
TOWNSEND GREEN BYPASS				
8" SDR-26 PVC Pipe	9	LF	$ 200.00	$ 1,800.00
12" SDR-26 PVC Pipe	454	LF	$ 290.00	$ 131,660.00
18" Steel Casing By Bore	20	LF	$ 2,100.00	$ 42,000.00
4' Diameter Manhole	2	EA	$ 23,000.00	$ 46,000.00
4' Diameter Drop Manhole	1	EA	$ 37,000.00	$ 37,000.00
Connect to Existing Manhole	1	EA	$ 50,000.00	$ 50,000.00
Remove Cleanout and Connect to Ex. Sewer	1	EA	$ 50,000.00	$ 50,000.00
Trench Safety	443	LF	$ 15.00	$ 6,645.00
TV, Air, Mandrel Testing	463	LF	$ 20.00	$ 9,260.00
Bonds	1	LS	$ 35,511.54	$ 35,511.54
			Sub-Total	$ 409,876.54
			Developer Cost (% of Flow)	$ -
			City Cost (% of Flow)	$ 409,876.54

Stella Hills Offsite Improvements

PROJECT COSTS

January 26, 2026

	Cost per Construction Contracts					
	City Cost		**Developer Cost**		**Total Cost**	
Townsend Green Bypass	$ 473,735.34	(100.0%)	$ -	(0.0%)	$	473,735.34
Lift Station & Force Main	$ 3,543,259.88	(78.3%)	$ 984,592.90	(21.7%)	$	4,527,852.78
Onsite Upsizing	$ 175,095.07	(100.0%)	$ -	(0.0%)	$	175,095.07
Offsite Water	$ 562,765.95	(100.0%)	$ -	(0.0%)	$	562,765.95
Lake Ranch Interceptor	$ 3,426,228.41	(95.6%)	$ 157,625.05	(4.4%)	$	3,583,853.46
Sub-Total	$ 8,181,084.65	(87.7%)	$ 1,142,217.95	(12.3%)	$	9,323,302.60
Engineering & Surveying	$ 398,730.47	(87.7%)	$ 55,669.53	(12.3%)	$	454,400.00
Contingencies (5%)	$ 409,054.23	(87.7%)	$ 57,110.90	(12.3%)	$	466,165.13
Total Construction Cost	$ 8,988,869.36	(87.7%)	$ 1,254,998.37	(12.3%)	$	10,243,867.73

NOTES

Cost includes engineering/surveying/environmental contracts, and received construction bids. Final costs to be determined at time of final acceptance.

Exhibit D-1

Phasing of Facilities

Phase 1 - Items that must be completed prior to issuance of a building permit in Developer's first phase of development.:

(1) Onsite Lift Station with pumps and facilities to support flows from Stella Hills Phase 1 and 2 and Townsend Green development;

(2) 12" force main through development to discharge point at intersection of McKinney Street and Grissom Road;

(3) Construct Townsend Green Bypass to common property line;

(4) Offsite Trinity Road Waterline; and

(5) Onsite Upsizing of Sanitary Sewer System

If items above are incomplete but Developer is otherwise able to acquire a certificate of occupancy from the City, the City will allow the Developer to provide, at Developer's expense, pump and haul services in order to receive certificates of occupancy.

Phase 2 - Items that must be completed prior to issuance of a certificate of occupancy in Developer's second phase of development:

(1) Construct Lakeview Ranch Interceptor; and

(2) Construct remainder of Townsend Bypass from common property line to Townsend Green lift station, then decommission Townsend Green lift station

If items above are incomplete but Developer is otherwise able to acquire a certificate of occupancy from the City, the City will allow the Developer to provide, at Developer's expense, pump and haul services in order to receive certificates of occupancy.

If pump and haul services are used by the Developer during either Phase 1 or Phase 2, the Developer agrees to follow all applicable local, state, and federal regulations; to accept all liability related to pump and haul services; and to indemnify, defend, and hold the City harmless, consistent with Section 3.L., regarding all claims and demands related to pump and haul services. The Developer will deliver the liquid waste to a location chosen by the City’s Water Reclamation Superintendent and submit manifests each week to the City’s Water Reclamation Superintendent.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE AN AMENDED AND RESTATED WATER AND WASTEWATER UTILITIES OVERSIZE COST PARTICIPATION AGREEMENT WITH MERITAGE HOMES OF TEXAS, LLC, FOR THE DESIGN AND CONSTRUCTION OF A 30" WASTEWATER MAIN, 1.9 MGD LIFT STATION, WASTEWATER FORCE MAIN, GRAVITY WASTEWATER MAIN, AND 12" POTABLE WATER MAIN; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFORE; AND PROVIDING AN EFFECTIVE DATE (MERITAGE HOMES OF TEXAS, LLC, IN THE AMOUNT NOT-TO-EXCEED AMOUNT OF $8,988,869.36).

WHEREAS, on March 5, 2024 (the "Original Agreement Date"), the City and Allied Development, LLC, a Texas limited liability company, entered into a Water and Wastewater Utilities Oversize Cost Participation Agreement (the "Original Agreement"); and

WHEREAS, Allied Development, LLC, assigned its rights, obligations, and interest in the Original Agreement to Meritage Homes of Texas, LLC (the "Developer") in that certain Assignment of Water and Wastewater Utilities Oversize Cost Participation Agreement dated 21st day of March, 2024; and

WHEREAS, Developer is the owner of certain real property for development located in the City of Denton, Texas and being described in Exhibit A, attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, based on final design, and the costs reflected in Exhibit C-1 of the attached amended and restated agreement ("Amended and Restated Agreement") represent actual, final costs for Phase 1 and the awarded contractual amounts for Phase 2 construction bids including changes to requirements for the installation of the infrastructure; and

WHEREAS, the Parties desire to amend certain provisions of the Original Agreement and desire to restate such Original Agreement in its entirety, except as specifically provided for herein, such that the terms and provisions of the Amended and Restated Agreement shall apply to the development of the Property; and

WHEREAS, Amended and Restated Agreement increases the City's contribution by $1,435,541.93; and

WHEREAS, Subchapter C, Section 212 of the Texas Local Government Code authorizes the City to cost participate with a developer of a subdivision or land to construct public improvements related to a development; and

WHEREAS, the City Council finds it is in the best interest of the City of Denton to participate in oversizing participation agreements; NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby

incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Amended and Restated Agreement which is attached hereto and incorporated herein as Exhibit "A".

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton to accomplish the purposes of this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the written contract attached hereto and incorporated herein as Exhibit "A".

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by _____ and seconded by _____. This Ordinance was passed and approved by the following vote [_- _]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____

_

GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

Susan Keller

Digitally signed by Susan Keller
Date: 2026.06.02 12:45:42 -05'00'

BY: _____

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 8, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute Change Order No. 5 to the contract between the City of Denton and Sundt Construction, Inc., for the construction of the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8094-1 – Change Order No. 5 in the not-to-exceed amount of $1,048,785.81, for a total contract award aggregated to $43,755,993.44).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

Bonnie Brae Phase 3 represents the final phase of the South Bonnie Brae Improvement Project. This phase widens and reconstructs the existing two (2) lane rural roadway into a four (4) lane divided urban concrete street from FM 1515/I-35E to Parvin Road, including a new roadway alignment from Parvin Road to Roselawn Drive that ties into the newly constructed South Bonnie Brae Bridge (Phase 1). Improvements include new underground storm drainage, water and sanitary sewer lines, street lighting, and traffic signals at Roselawn Drive, FM 1515, and IH-35E Frontage Road. The project also provides a five (5) foot sidewalk and a 10-foot multi-use trail on either side of the new roadway.

As part of the utility work, the project upgrades the existing eight (8) inch water line to a 12-inch line between 35E and Willowood on the north end and between Solar Way and Parvin on the south, excluding the section that crosses under the railroad tracks. Due to the age of the eight (8) inch line under the tracks (44 years) and the continuity of the upgraded system is necessary, Water Utilities determined that this remaining segment should also be replaced with a 12-inch line.

Coordination with Pacific Canadian Kansas City Southern (PCKCS, formerly KCS) determined that the new 12-inch water line must be installed in a separate bore and cannot utilize the existing bore location. PCKCS also requires additional survey work and settlement monitoring of the track area within the bore section through this portion of the work. Change Order No. 5 will include the cost associated with this work, including PCKCS requirements, in the amount of $1,117,169.86. This change order also includes other costs related to quantity adjustments to roadway, drainage, and driveway items, resulting in a decrease of $68,384.05, for a total net change of $1,048,785.81. This change order does not require any additional days.

Prior authorized change orders for this project are as follows:

- On June 17, 2024, Change Order No. 1 was approved by Purchasing in the amount of $44,157 to remove contraflow equipment and correct quantities in both water and drainage items vetted through the submittal process.
- On December 9, 2024, Change Order No. 2 was approved by Purchasing in the amount of $365,742, which included field changes due to utility conflicts and changes to the bore location for sanitary sewer under the PCKCS railroad and additional water improvements requested by Water Utilities to tie-in to the new work at the I-35 widening project.
- On April 15, 2025, City Council approved Change Order No. 3 in the amount of $2,388,362.16 to cover costs related to the 377-day delay of the Enlink gas line relocation and abandonment of the existing line in the path of the new alignment of Bonnie Brae between Parvin and Roselawn.
- On October 24, 2025, Change Order No. 4 was approved by Purchasing in the amount of $359,778.62, which included costs related to quantity over and under-runs as well as work performed under time and material due to field conditions differing from the project plans.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 15, 2023, City Council approved a contract with Sundt Construction, Inc., in the not-to-exceed amount of $40,318,845.47 (Ordinance 23-1524).

On June 17, 2024, Purchasing approved Change Order No. 1 with Sundt Construction, Inc., approving the use of contingency in the amount of $44,157.

On December 9, 2024, Purchasing approved Change Order No. 2 with Sundt Construction, Inc., approving the use of contingency in the amount of $365,742.

On April 15, 2025, City Council approved Change Order No. 3 with Sundt Construction Inc., in the not-to-exceed amount of $2,388,362.16 (Ordinance 25-640).

On October 24, 2025, Purchasing approved Change Order No. 4 with Sundt Construction, Inc., in the not-to-exceed amount of $359,778.62.

RECOMMENDATION

Approve Change Order No. 5 with Sundt Construction, Inc., for the construction of the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department, in a not-to-exceed amount of $1,048,785.81, for the contract aggregated to $43,755,993.44.

PRINCIPAL PLACE OF BUSINESS

Sundt Construction, Inc.
Irving, TX

ESTIMATED SCHEDULE OF PROJECT

This project is estimated to be complete in November 2026.

FISCAL INFORMATION

These services will be funded from Water Projects Fund C.O. project account 630510523.1360.40100. Purchase Order #205669 will be revised to include Change Order No. 5 amount of $1,048,785.81. The total amended amount of this contract is $43,755,993.44.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance, Contract, Ordinance, and Change Orders 1-4
Exhibit 3: Ordinance and Change Order No. 5

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Robin Davis, 940-349-7713.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 23-1524

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SUNDT CONSTRUCTION, INC., FOR THE BONNIE BRAE PHASE 3 WIDENING AND RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (CSP 8094-1 – AWARDED TO SUNDT CONSTRUCTION, INC., IN THE NOT-TO-EXCEED AMOUNT OF $40,318,845.47).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the competitive sealed proposals; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered competitive sealed proposal for materials, equipment, supplies, or services shown in the "Competitive Sealed Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the competitive sealed proposal.

CSP NUMBER	CONTRACTOR	AMOUNT
8094-1	Sundt Construction, Inc.	$40,318,845.47

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish

to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Joe Holland and seconded by Vicki Byrd. This ordinance was passed and approved by the following vote [6 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Paul Meltzer, District 3:	✓			
Joe Holland, District 4:	✓			
Brandon Chase McGee, At Large Place 5:	✓			
Chris Watts, At Large Place 6:			✓	

PASSED AND APPROVED this the 15th day of August, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2023.08.02 11:27:43 -05'00'

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

Docusign City Council Transmittal Coversheet

RFP	8094-1
File Name	Bonnie Brae Phase 3 Widening & Reconstruction
Purchasing Contact	Cori Power
City Council Target Date	AUGUST 15, 2023
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	23-1524

DS
LH

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

SECTION 00 52 44
AGREEMENT - CSP

THIS AGREEMENT, authorized on 08/15/2023 is made by and between the City of Denton, a Texas home rule municipal corporation**,** acting by and through its duly authorized City Manager**,** ("City"), and **Sundt Construction, Inc.,** authorized to do business in Texas, acting by and through its duly authorized representative, ("Contractor").

City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

Article 2. PROJECT

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Bonnie Brae Phase 3 Widening & Reconstruction

CSP 8094-1

Article 3. CONTRACT PRICE

City agrees to pay Contractor for performance of the Work in accordance with the Contract Documents an amount, in current funds, of Thirty-Eight Million Three Hundred Ninety-Eight Thousand Nine Hundred Dollars and 45/100 Cents ($38,398,900.45). At the sole option of the City, five (5) percent contingency in the amount of One Million Nine Hundred Nineteen Thousand Nine Hundred Forty-Five Dollars and 02/100 Cents ($1,919,945.02) may be used for a total not-to-exceed amount of Forty Million Three Hundred Eighteen Thousand Eight Hundred Forty-Five Dollars and 47/100 Cents ($40,318,845.47).

Article 4. CONTRACT TIME

4.1 Time is of the essence.

All time limits for Milestones, if any, Substantial Completion and Final Acceptance as stated in the Contract Documents are of the essence to this Contract.

4.2 Substantial Completion.

The Work will be Substantially Complete, as defined in the Supplementary Conditions, within *730* Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

4.3 Final Acceptance.

The Work will be complete for Final Acceptance within *912* Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

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4.4 Liquidated Damages:

A. Contractor recognizes that *time is of the essence* to achieve Milestones, Substantial Completion, and Final Acceptance of the Work, and City will suffer financial and other losses if the Work is not completed within the times specified in the Contract Documents. The Contractor also recognizes the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work related to the Milestones, Substantial Completion, or Final Acceptance is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: If the Contractor neglects, refuses, or fails to achieve Substantial Completion, as defined in the Supplementary Conditions, within the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2, Contractor shall pay City *One Thousand Dollars and 00/100 Cents* ($*1,000.00*) for each day that expires after such time, until Substantial Completion is achieved.
2. *Final Acceptance*: If Contractor neglects, refuse, or fails to complete the Work within the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.3, for completion and readiness for Final Payment, Contractor shall pay City *One Thousand Five Hundred Dollars and 00/100 Cents* ($*1,500.00*) for each day that expires after such time, until the date determined by City as stated in the City-issued Letter of Final Acceptance.

Article 5. CONTRACT DOCUMENTS

5.1 CONTENTS:

A. The Contract comprises the entire agreement between City and Contractor concerning the Work and consists of this Agreement and the items set forth below. The Contract Documents consist of all items below other than this Agreement:

1. Attachments to this Agreement:
   a. Proposal Form
      1) Proposal Form
      2) Unit Price Proposal Form
      3) Vendor Compliance to State Law Non-Resident Offeror
      4) State and Federal documents (*project specific)*
   b. Current Prevailing Wage Rate Table
   c. Worker's Compensation Affidavit
   d. General Conditions.
   e. Supplementary Conditions.
2. The following located in File *8094-1* at:

   https://lfpubweb.cityofdenton.com/MaterialsManagement/Browse.aspx?id=19&dbid=0&repo=MaterialsManagement&cr=1

   a. Specifications described in the Table of Contents (Section 00 00 00) of the Project's Contract Documents.
   b. Drawings.
   c. Addenda.
   d. Documentation submitted by Contractor prior to Notice of Award.

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3. The following which shall be issued after the Effective Date of this Agreement and delivered to the City within ten (10) days of the Effective Date and before beginning Work:
   a. Payment Bond
   b. Performance Bond
   c. Maintenance Bond
   d. Power of Attorney for the Bonds
   e. Form 1295 – Certificate of Interested Parties (email to City's Materials Management department)
   f. Insurance Certificate
4. Specifications specifically made a part of the Contract Documents by attachment or, if not attached, as incorporated by reference and described in the Table of Contents of the Project's Contract Documents.
5. The following which may be delivered or issued after the Effective Date of the Agreement and, if issued, become an incorporated part of the Contract Documents:
   a. Notice to Proceed.
   b. Field Orders.
   c. Change Orders.
   d. Letter of Final Acceptance.

Article 6. INDEMNIFICATION

6.1 Contractor covenants and agrees to indemnify, hold harmless and defend, at its own EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION SHALL ONLY APPLYTO THE EXTENTTHE ABOVE ARE CAUSED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

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6.2 CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR, LOSS OF, DAMAGE TO, OR DESTRUCTION OF, PROPERTY OF THE CITY OR OF A THIRD PARTY, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION SHALL ONLY APPLYTO THE EXTENTTHE ABOVE ARE CAUSED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

Article 7. MISCELLANEOUS

7.1 Capitalized Terms.

Unless otherwise stated herein, capitalized terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

7.2 Assignment of Contract.

This Agreement, including all of the Contract Documents may not be assigned by the Contractor without the advance express written consent of the City.

7.3 Successors and Assigns.

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

7.4 Severability.

Any provision or part of the Contract Documents held to be unconstitutional, void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

7.5 Venue and Waiver of Sovereign Immunity.

This Agreement, including all of the Contract Documents is performable in the State of Texas. Venue shall be in the state district courts of Denton County, Texas. The City's sovereign immunity is waived only to the extent set forth and in accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code or as otherwise specifically waived by law. The City does not waive its sovereign immunity to suit in federal court.

7.6 Authority to Sign.

Contractor hereby certifies that the person signing the Agreement on its behalf is the duly authorized signatory of the Contractor.

7.7 Prohibition on Contracts with Companies Boycotting Israel.

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Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or 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. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

7.8 Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

7.9 Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations.

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

7.10 Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

7.11 Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

7.12 Immigration Nationality Act.

Contractor shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violations of this provision by Contractor.

7.13 No Third-Party Beneficiaries.

This Agreement gives no rights or benefits to anyone other than the City and the Contractor and there are no third-party beneficiaries.

7.14 No Cause of Action Against Engineer.

Contractor, its subcontractors and equipment and materials suppliers on the Project or their sureties, shall maintain no direct action against the Engineer, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the City will be the beneficiary of any undertaking by the Engineer. The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible to Contractor or any other entity for those duties that belong to the City, and do not relieve Contractor or any other entity of its obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for performing, coordinating and completing all portions of the Work in accordance with the Contract Documents and any health or safety precautions required by such Work. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, City and Contractor have each executed this Agreement to be effective as of the date subscribed by the City's City Manager or his designee ("Effective Date").

CITY OF DENTON

DocuSigned by:
BY: Sara Hensley
5236DB296270423...

TITLE: City Manager

DATE: 08/15/2023

CONTRACTOR
SUNDT CONSTRUCTION, INC.

DocuSigned by:
BY: Jeff Williamson
AB3FE048729D4C4...
AUTHORIZED AGENT

Jeff Williamson
NAME

President - Transportation
TITLE

602 531-4255
PHONE NUMBER

jjwilliams@sundt.com
EMAIL ADDRESS

2023-1044386
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

DocuSigned by:
Trevor Crain
SIGNATURE
7B46EAABU1BCF2...

Trevor Crain
PRINTED NAME

rector of Capital Projects
TITLE

Engineering Services
DEPARTMENT

ATTEST:
JESUS SALAZAR, CITY SECRETARY

DocuSigned by:
Jesus Salazar
2437C77B897541D...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

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SECTION 00 41 01
PROPOSAL FORM - CSP

TO: *Cori Power*
c/o: Purchasing Division
901-B Texas Street
Denton, Texas 76209

FOR: **CSP 8094-1 – Bonnie Brae Phase 3 Widening & Reconstruction**

1 Enter into Agreement

The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City in the form included in the Proposal Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Unit Price Proposal and within the Contract Time indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

2 OFFEROR Acknowledgements and Certification

2.1 In submitting this Proposal, Offeror accepts all of the terms and conditions of the INVITATION TO OFFORERS and INSTRUCTIONS TO OFFORERS, including without limitation those dealing with the disposition of Offeror's Bond.

2.2 Offeror is aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within 14 days of notification of award.

2.3 Offeror certifies that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2.4 Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal.

2.5 Offeror has not solicited or induced any individual or entity to refrain from proposing.

2.6 Offeror has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process.

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of City (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition.

c. "collusive practice" means a scheme or arrangement between two or more Offerors, with or without the knowledge of City, a purpose of which is to establish proposal prices at artificial, non-competitive levels.

d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

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2.7 The Offeror acknowledges and agrees to comply with the requirements of City Ethics Ordinance No. 18-757.

3 Time of Completion

3.1 The Work will be Substantially Complete as defined in the Supplementary Conditions within **730 Days** after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

3.2 The Work will be complete for Final Acceptance within **912 Days** after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

3.3 Offeror accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to obtain Milestones (if applicable), Substantial Completion, and Final Acceptance within the times specified in the Agreement.

4 Attached to this Proposal

4.1 The following documents are attached to and made a part of this Proposal:

a. Section 00 35 14 – Conflict of Interest Affidavit – CSP
b. Section 00 41 01 – This Proposal Form – CSP
c. <u>Section 00 42 44 – Unit Price Proposal Form – CSP – Excel Electronic Copy (either included in the hard copy Proposal, or submitted via Ionwave)</u>
d. Section 00 43 14 – Required Offeror's Bond – CSP, issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.
e. Section 00 43 38 – Proposed Subcontractors Form – CSP
f. Section 00 43 39 – Vendor Compliance to State Law Non-Resident Offeror – CSP
g. Section 00 45 14 – Safety Record Questionnaire – CSP
h. Section 00 45 27 – Contractor Compliance with Workers Compensation Law – CSP
i. Section 00 45 44 – Corporate Resolution of Authorized Signatories – CSP
j. Any additional documents required by Paragraph 12 of Section 00 21 16 – Instructions to Offerors

5 Total Proposal Amount

5.1 Offeror will complete the Work in accordance with the Contract Documents for the following proposal amount. In the space provided below, please enter the total proposed amount for this project. This figure will be read publicly by the City at the proposal opening.

5.2 It is understood and agreed by the Offeror in signing this proposal that the total proposed amount entered below is subject to verification and/or modification by multiplying the unit prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

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5.3 Evaluation of Alternate Proposal Items:

Base Proposal Amount: $38,240,172.90

Alternate Proposal Amount (if any): $158,727.55

Total Proposal Amount: $38,398,900.45

6 Proposal Submittal

6.1 It is understood by Offeror that submission of the total proposal amount is only one of the factors for the City's evaluation process, and that any award of contract will be based on the complete evaluation of the Proposal and Offeror by City under the terms provided in the Instructions to Offerors or any validly issued amendments or addenda.

6.2 This Proposal is submitted on May 24, 2023 by the entity named below.

Respectfully submitted,

By: _____
(Signature)

Jeff Williamson
(Printed Name)

Title: Group President

Company: Sundt Construction, Inc.

Address: 8445 Freeport Pky, Suite 240
Irving, TX 75063

State of Incorporation: Arizona

Email: jjwilliams@sundt.com

Phone: 480.293.3263

Receipt is acknowledged of the following Addenda:	Initial
Addenda No. 1:	JW
Addenda No. 2:	JW
Addenda No. 3:	JW
Addenda No. 4:	JW
Addenda No. 5:	

END OF SECTION

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SECTION 00 42 44 - UNIT PRICE PROPOSAL FORM - CSP

City of Denton Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Cori Power/Purchasing Dept.

From: Sundt Construction, Inc.
8445 Freeport Parkway Suite 240
Irving, TX 75063
Jeff Williamson
480.293.3263
jjwilliams@sundt.com

PROJ.: **Bonnie Brae Phase 3 Widening & Reconstruction**

CSP: **8094-1**

OFFEROR'S APPLICATION - UNIT PRICE PROPOSAL

Item No.	SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
SECTION I - PAVING						
1	01 70 00	MOBILIZATION	1	LS	$ 3,750,000.00	$ 3,750,000.00
2	01 58 13	CAPITAL IMPROVEMENT SIGNS	5	EA	$ 500.00	$ 2,500.00
3	01 57 13	EROSION CONTROL SWPPP	1	LS	$ 225,000.00	$ 225,000.00
4	32 93 00	TOPSOIL IMPORTED	14,510	SY	$ 4.00	$ 58,040.00
5	32 93 00	TOPSOIL NATIVE	28,566	SY	$ 3.25	$ 92,839.50
6	32 93 00	BLOCK SODDING	17,718	SY	$ 6.50	$ 115,167.00
7	TxDOT 164	HYDROMULCH WITH SEEDS	31,315	SY	$ 2.00	$ 62,630.00
8	31 10 00	PREPARING ROW	1	LS	$ 1,312,000.00	$ 1,312,000.00
9	31 23 16	EXCAVATION	42,773	CY	$ 20.00	$ 855,460.00
10	02 41 15	REMOVE EXISTING CONCRETE PAVING	5,759	SY	$ 20.00	$ 115,180.00
11	02 41 15	REMOVE EXISTING ASPHALT PAVING	19,834	SY	$ 6.00	$ 119,004.00
12	31 24 00	EMBANKMENT	57,093	CY	$ 15.00	$ 856,395.00
13	TxDOT 134.6001	BACKFILL	99	STA	$ 600.00	$ 59,400.00
14	32 11 29	12" LIME SLURRY (54LBS/SY)	1,975.9	TON	$ 325.00	$ 642,167.50
15	32 11 29	12" LIME TREATED SUBGRADE	73,180	SY	$ 5.00	$ 365,900.00
16	32 11 23	ROADBED BASE	195	SY	$ 40.00	$ 7,800.00
17	32 13 13	CONCRETE PAVEMENT 6-INCH	890	SY	$ 95.00	$ 84,550.00
18	32 13 13	CONCRETE PAVEMENT 8-INCH	3,224	SY	$ 105.00	$ 338,520.00
19	32 13 13	CONCRETE PAVEMENT 10-INCH	2,825	SY	$ 115.00	$ 324,875.00
20	32 13 13	CONCRETE PAVEMENT 11-INCH	59,272	SY	$ 130.00	$ 7,705,360.00
21	32 12 16	ASPHALT PAVEMENT, TY C, SAC-A, PG64-22, 2"	3,548	SY	$ 30.00	$ 106,440.00
22	32 12 16	ASPHALT PAVEMENT, TY B, PG64-22, 4"	145	SY	$ 40.00	$ 5,800.00
23	32 12 16	ASPHALT PAVEMENT, TY B, PG64-22, 7"	1,704	SY	$ 70.00	$ 119,280.00
24	32 12 16	ASPHALT PAVEMENT, TY B, PG64-22, 10"	1,699	SY	$ 85.00	$ 144,415.00
25	32 16 00	CONCRETE CURB & GUTTER 30-INCH	1,492	LF	$ 45.00	$ 67,140.00
26	32 16 00	CONCRETE RIBBON CURB	662	LF	$ 50.00	$ 33,100.00
27	32 16 00	MONOLITHIC CURB	29,790	LF	$ 7.50	$ 223,425.00
28	32 16 00	5-FOOT SIDEWALK 4-INCH	3,119	SY	$ 105.00	$ 327,495.00
29	32 16 00	10-FOOT SHARED USE PATH 5-INCH	12,946	SY	$ 85.00	$ 1,100,410.00
30	32 16 00	CURB RAMPS TYPE I	4	EA	$ 4,250.00	$ 17,000.00
31	32 16 00	CURB RAMPS TYPE II	22	EA	$ 2,775.00	$ 61,050.00
32	32 16 00	CURB RAMPS TYPE III	6	EA	$ 4,950.00	$ 29,700.00
33	32 13 13	CONCRETE STREET HEADER	349	LF	$ 60.00	$ 20,940.00
34	34 71 13	TRAFFIC CONTROL	30	MO	$ 25,000.00	$ 750,000.00
35	32 12 16	TEMPORARY ASPHALT PAVEMENT, TY B, PG64-22, 6"	4,910	SY	$ 58.50	$ 287,235.00
36	34 71 13	PORTABLE MESSAGE SIGNS (2 Count)	90	WK	$ 280.00	$ 25,200.00
37		OMITTED				
38		OMITTED				
39	32 32 00	RETAINING WALL (SPREAD FOOTING) W/TRAFFIC RAIL TY SSTR	546	SF	$ 160.00	$ 87,360.00
40		OMITTED				
41	32 13 16	4-INCH STAMPED & STAINED CONCRETE	2,755	SY	$ 170.00	$ 468,350.00
42	32 32 00	SIDEWALK RETAINING WALL	337	LF	$ 160.00	$ 53,920.00
43	TxDOT SS5112	REMOVABLE BOLLARD	2	EA	$ 2,750.00	$ 5,500.00
*44	TS-1	HAUL OFF UNSUITABLE MATERIAL	100	LOAD	$ 105.00	$ 10,500.00
*45	TS-2	HAUL OFF LANDFILL QUALITY MATERIAL	100	LOAD	$ 520.00	$ 52,000.00
**46	32 31 00	SMOOTH OR BARBED WIRE FENCE	1,427	LF	$ 22.00	$ 31,394.00
47	01 35 13	KCS RAILROAD COORDINATION & FLAGGING	1	LS	$ 165,000.00	$ 165,000.00

*UNSUITABLE MATERIALS ARE CLASSIFIED AS NON-TRASH MATERIALS - CANNOT BE COMPACTED TO PROPER DENSITIES.
1 LOAD = 27 CY SEMI TRAILER.
**DISCUSS WITH OWNER WHICH TYPE OF FENCING THEY PREFER

END SECTION 1 - PAVING ITEMS **SUBTOTAL** **$21,285,442.00**

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Item No.	SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
SECTION II - DRAINAGE IMPROVEMENTS						
48	31 23 16	Channel Excavation	1,947	CY	$ 15.00	$ 29,205.00
49	32 01 29	Concrete Pavement Repair	327	SY	$ 300.00	$ 98,100.00
50	33 42 11	18" RCP (CL III)	3,025	LF	$ 120.00	$ 363,000.00
51		OMITTED				
52	33 42 11	24" RCP (CL III)	1,401	LF	$ 111.00	$ 155,511.00
53	33 42 11	24" RCP (CL V)	130	LF	$ 150.00	$ 19,500.00
54		OMITTED				
55	33 42 11	30" RCP (CL III)	784	LF	$ 160.00	$ 125,440.00
56	33 42 11	30" RCP (CL V)	148	LF	$ 190.00	$ 28,120.00
57	33 42 11	36" RCP (CL III)	526	LF	$ 260.00	$ 136,760.00
58	33 42 11	42" RCP (CL III)	93	LF	$ 280.00	$ 26,040.00
59	33 42 11	48" RCP (CL III)	1,145	LF	$ 325.00	$ 372,125.00
60		OMITTED				
61	33 42 11	60" RCP (CL III)	851	LF	$ 500.00	$ 425,500.00
61A	33 01 30	Post CCTV Inspecton	9,775	LF	$ 4.00	$ 39,100.00
62	33 42 11	6' X 4' RCB	874	LF	$ 650.00	$ 568,100.00
63	33 42 11	8' X 5' RCB	690	LF	$ 700.00	$ 483,000.00
64	33 42 11	9' X 7' RCB	106	LF	$ 1,200.00	$ 127,200.00
65	33 42 11	6" HDPE Pipe	120	LF	$ 120.00	$ 14,400.00
66	33 42 33	10' Standard Curb Inlet	1	EA	$ 8,500.00	$ 8,500.00
67	33 42 33	10' Recessed Curb Inlet	39	EA	$ 8,750.00	$ 341,250.00
68	33 42 33	20' Channel Inlet	1	EA	$ 25,000.00	$ 25,000.00
69	33 42 33	3' x 3' "Y" Inlet	1	EA	$ 7,000.00	$ 7,000.00
70	33 42 33	4' x 4' "Y" Inlet	2	EA	$ 8,500.00	$ 17,000.00
71	33 42 33	Drop Inlet Type 1	1	EA	$ 7,000.00	$ 7,000.00
72	TxDOT 465	Type M Manhole	21	EA	$ 13,000.00	$ 273,000.00
73	33 42 30	Manhole Type 1-C	2	EA	$ 9,000.00	$ 18,000.00
74	33 42 30	Junction Box Type 1	2	EA	$ 18,000.00	$ 36,000.00
75	33 42 23	"PW" Wingwalls	4	EA	$ 44,750.00	$ 179,000.00
76		OMITTED				
77	33 05 05	Trench Safety	9,268	LF	$ 3.00	$ 27,804.00
78	33 05 05	Cement Stabilized Sand CSS)	77	CY	$ 200.00	$ 15,400.00
79	33 42 23	Connect RCP to Headwall	3	EA	$ 2,500.00	$ 7,500.00
80	31 37 00	5" Class "A" Concrete Rip-Rap	2,026	SY	$ 86.00	$ 174,236.00
81	31 37 00	12" Grouted Rock Rip-Rap	92	SY	$ 275.00	$ 25,300.00
82	31 37 00	18" Grouted Rock Rip-Rap	416	SY	$ 300.00	$ 124,800.00
83	33 42 23	18" Safety End Treatment Type II (4:1) (C)	1	EA	$ 2,500.00	$ 2,500.00
84	33 42 23	24" Safety End Treatment Type II (4:1) (C)	2	EA	$ 3,000.00	$ 6,000.00
85	33 42 23	30" Safety End Treatment Type II (4:1) (C)	1	EA	$ 3,200.00	$ 3,200.00
86		OMITTED				
87		OMITTED				
88	02 41 14	Remove Existing Inlet	1	EA	$ 1,800.00	$ 1,800.00
89	02 41 14	Remove Existing Headwall	5	EA	$ 2,500.00	$ 12,500.00
90	02 41 14	Remove Existing Storm Pipe	1,598	LF	$ 45.00	$ 71,910.00
91	02625	Flexamat	13,735	SF	$ 8.75	$ 120,181.25
92	02 41 14	Plug	1	LS	$ 2,000.00	$ 2,000.00
93	32 16 00	4" Concrete Flume	552	SY	$ 150.00	$ 82,800.00
94		OMITTED				
95	02 41 13	Remove Existing Traffic Rail from Headwall	66	LF	$ 12.00	$ 792.00
96	33 42 23	Reconstruct 3 foot Headwall on Exist. Box Culvert	66	LF	$ 225.00	$ 14,850.00
97	TxDOT 450	Type PR1 Handrail	342	LF	$ 120.00	$ 41,040.00
98	33 42 11	Box Culvert Transition	1	LS	$ 55,000.00	$ 55,000.00
END SECTION II - DRAINAGE ITEMS					**SUBTOTAL**	**$4,712,464.25**
SECTION III - WATER IMPROVEMENTS						
99		OMITTED				
100	33 14 11	8" C-900 PVC DR-14, C-900 WATER LINE	47	LF	$ 150.00	$ 7,050.00
101	33 14 11	12" C-900 PVC DR-14,C-900 WATER LINE	4,664	LF	$ 195.00	$ 909,480.00
102		OMITTED				
103	33 14 40	STANDARD FIRE HYDRANT ASSEMBLY	13	EA	$ 18,000.00	$ 234,000.00
104	33 14 30	2" AIR RELEASE VALVE	4	EA	$ 18,000.00	$ 72,000.00
105	33 14 25	CONNECTION TO EXISTING WATER LINE WITH MAIN	8	EA	$ 5,000.00	$ 40,000.00
106		OMITTED				
107	33 14 20	8" GATE VALVE	1	EA	$ 4,200.00	$ 4,200.00
108	33 14 20	12" GATE VALVE	6	EA	$ 6,600.00	$ 39,600.00
109	33 14 17	WATER SERVICE	11	EA	$ 5,400.00	$ 59,400.00
110		OMITTED				

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Item No.	SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
111	33 14 20	8" X 8" TAPPING SLEEVE & VALVE (City to Furnish & Install)	1	EA	$ 6,000.00	$ 6,000.00
112	33 14 20	16" X 12" TAPPING SLEEVE & VALVE (City to Furnish & Install)	1	EA	$ 9,600.00	$ 9,600.00
113	33 14 17	RELOCATE WATER METER	20	EA	$ 600.00	$ 12,000.00
114	02 41 14	CUT AND PLUG EXISTING WATER LINE	1	LS	$ 25,000.00	$ 25,000.00
115	02 41 14	REMOVE & SALVAGE EXISTING GATE VALVE	4	EA	$ 600.00	$ 2,400.00
116	02 41 14	REMOVE & SALVAGE EXISTING FIRE HYDRANT	3	EA	$ 1,200.00	$ 3,600.00
117	33 05 07	18" STEEL CASING BY OPEN CUT 1/2" THICK	50	LF	$ 575.00	$ 28,750.00
118	33 05 05	TRENCH SAFETY	4,711	LF	$ 6.00	$ 28,266.00
119	32 01 17	TEMPORARY ASPHALT PAVEMENT REPAIR	503	SY	$ 240.00	$ 120,720.00
120	COG 504.5.2	ROCK CUSHION *	100	CY	$ 50.00	$ 5,000.00
121	33 14 17	RELOCATE WATER SERVICE AT KCS R.R.	1	EA	$ 3,600.00	$ 3,600.00
122	32 84 00	RELOCATE SPRINKLER SERVICE AT KCS R.R.	1	EA	$ 4,200.00	$ 4,200.00
*ROCK CUSHION IS FOR STABILITY UNDER CULVERT IF MATERIAL IS TOO SANDY FOR BEARING. NEEDS TO BE APPROVED BY CITY PRIOR TO PLACEMENT.						
END SECTION III - WATER ITEMS					**SUBTOTAL**	**$1,614,866.00**
SECTION IV - WASTEWATER IMPROVEMENTS						
123	33 05 05	TRENCH SAFETY (DEPTH 0-10 FT)	3,131	LF	$ 6.00	$ 18,786.00
124	33 05 05	TRENCH SAFETY (DEPTH 10-20 FT)	3,976	LF	$ 12.00	$ 47,712.00
125	02 41 14	ABANDON EXIST. MANHOLE	3	EA	$ 1,200.00	$ 3,600.00
126	02 41 14	REMOVE EXIST. MANHOLE	13	EA	$ 2,400.00	$ 31,200.00
127	32 01 17	TEMPORARY ASPHALT PAVEMENT REPAIR	428	SY	$ 240.00	$ 102,720.00
128	33 31 14	8" SDR 26 SEWER LINE	835	LF	$ 195.00	$ 162,825.00
129	33 31 14	10" SDR 26 SEWER LINE	13	LF	$ 225.00	$ 2,925.00
129A	33 31 14	12" SDR 26 SEWER LINE	98	LF	$ 255.00	$ 24,990.00
130	33 31 14	21" SDR 26 SEWER LINE	1,653	LF	$ 345.00	$ 570,285.00
131	33 31 14	24" SDR 26 SEWER LINE	4,200	LF	$ 405.00	$ 1,701,000.00
131A	33 01 30	Post CCTV Inspecton	6,800	LF	$ 2.50	$ 17,000.00
132	33 31 16	4" SEWER SERVICE	9	EA	$ 8,400.00	$ 75,600.00
133	33 05 62	4' DIA. STANDARD MANHOLE (PRE-CAST)	3	EA	$ 19,500.00	$ 58,500.00
134	33 05 62	4' DIA. DROP MANHOLE (PRE-CAST)	3	EA	$ 21,500.00	$ 64,500.00
135	33 05 62	5' DIA. STANDARD MANHOLE (PRE-CAST)	19	EA	$ 26,000.00	$ 494,000.00
136	33 05 62	5' DIA. MANHOLE OVER EXIST. SEWER LINE (PRE-CAST)	2	EA	$ 26,000.00	$ 52,000.00
137	33 05 62	5' DIA. DROP MANHOLE (PRE-CAST)	2	EA	$ 30,000.00	$ 60,000.00
138		OMITTED				
139	33 05 07	36" STEEL CASING BY BORE (5/8" THICK)	110	LF	$ 3,200.00	$ 352,000.00
140	33 05 07	20" STEEL CASING BY OPEN CUT (1/2" THICK)	40	LF	$ 630.00	$ 25,200.00
141	33 05 62	4' EXTRA DEPTH MANHOLE	49	VF	$ 420.00	$ 20,580.00
142	33 05 62	5' EXTRA DEPTH MANHOLE	194	VF	$ 660.00	$ 128,040.00
143	02 41 14	PLUG	1	LS	$ 36,000.00	$ 36,000.00
END SECTION IV - WASTEWATER ITEMS					**SUBTOTAL**	**$4,049,463.00**
SECTION V - SIGNALS (CITY)						
144	34 41 24	DRILL SHAFT 30 IN (TY A)	36	LF	$ 462.00	$ 16,632.00
145	34 41 24	DRILL SHAFT 36 IN (TY A OR TY B)	136	LF	$ 600.00	$ 81,600.00
146	34 41 24	DRILL SHAFT 48 IN (TY A)	88	LF	$ 955.00	$ 84,040.00
147	26 05 33	CONDUIT 2" PVC	689	LF	$ 25.50	$ 17,569.50
148	26 05 33	CONDUIT 3" PVC	2451	LF	$ 28.50	$ 69,853.50
149	26 05 33	CONDUIT 4" PVC	1126	LF	$ 31.50	$ 35,469.00
150	26 05 19	ELEC CONDR #4 POWER	1050	LF	$ 3.60	$ 3,780.00
151	26 05 19	ELEC CONDR #6 POWER	86	LF	$ 2.55	$ 219.30
152	26 05 35	GROUND BOXES TY CBX	18	EA	$ 2,200.00	$ 39,600.00
153	26 05 00	ELEC SERVICE	3	EA	$ 9,000.00	$ 27,000.00
154	34 41 50	ALUM SIGNS 18" X 18" LANE USE	14	EA	$ 372.00	$ 5,208.00
155	34 41 21	INST HWY TRAF SIG	3	EA	$ 22,000.00	$ 66,000.00
156	34 41 10	SIGNAL HEADS BK PLT - 3 SEC	26	EA	$ 168.00	$ 4,368.00
157	34 41 10	SIGNAL HEADS BK PLT - 4 SEC	8	EA	$ 183.00	$ 1,464.00
158	34 41 10	SIGNAL HEADS BK PLT - 5 SEC	1	EA	$ 202.00	$ 202.00
159	26 05 19	TRAF SIG CABLES 3C#12 ILLUM & ILSN	2818	LF	$ 3.50	$ 9,863.00
160	26 05 19	TRAF SIG CABLES 21C #14 AWG	7253	LF	$ 7.50	$ 54,397.50
161	26 05 19	TRAF SIG CABLES 7C #14 AWG	2338	LF	$ 3.15	$ 7,364.70
162	26 05 19	TRAF SIG CABLES 5C #14 AWG	2494	LF	$ 2.50	$ 6,235.00
163	26 05 19	TRAF SIG CABLES 3C #16 CCTV	246	LF	$ 3.50	$ 861.00
164	34 41 21	STEEL POLE STR ASSEMBLY 34' TY D	8	EA	$ 14,000.00	$ 112,000.00
165	34 41 21	STEEL POLE ASSEMBLY W/ 25' ARM, LUM & ILSN	3	EA	$ 31,000.00	$ 93,000.00
166	34 41 21	STEEL POLE ASSEMBLY W/ 40' ARM, LUM & ILSN	1	EA	$ 34,000.00	$ 34,000.00
167	34 41 21	STEEL POLE ASSEMBLY W/ 50' ARM, LUM & ILSN	2	EA	$ 37,000.00	$ 74,000.00
168	34 41 21	STEEL POLE ASSEMBLY W/ 55' ARM, LUM & ILSN	1	EA	$ 38,000.00	$ 38,000.00
169	34 41 21	STEEL POLE ASSEMBLY W/ 60' ARM, LUM & ILSN	1	EA	$ 40,000.00	$ 40,000.00
170	34 41 10	12" LED TRAF SIG LAMPS YEL ARROW (FLASHING)	4	EA	$ 366.00	$ 1,464.00

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Item No.	SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
171	34 41 11	PED PB POLE ASSEMBLY	15	EA	$ 2,600.00	$ 39,000.00
172	34 41 10	ACC PED SIG UNITS (APS PUSH BUT)	16	EA	$ 920.00	$ 14,720.00
173	34 41 26	ALUM SIGNS ILLUM STREET NAME (ILSN)	8	EA	$ 4,300.00	$ 34,400.00
174	34 41 27	CONTROLLER, CABINET, BASE, & FDN	3	EA	$ 27,500.00	$ 82,500.00
175		OMITTED				
176	34 41 10	12" LED TRAF SIG LAMPS GRN BALL	27	EA	$ 370.00	$ 9,990.00
177	34 41 10	12" LED TRAF SIG LAMPS YEL BALL	27	EA	$ 370.00	$ 9,990.00
178	34 41 10	12" LED TRAF SIG LAMPS RED BALL	37	EA	$ 370.00	$ 13,690.00
179	34 41 10	12" LED TRAF SIG LAMPS GRN ARROW	9	EA	$ 370.00	$ 3,330.00
180	34 41 10	12" LED TRAF SIG LAMPS YEL ARROW (STEDY)	9	EA	$ 370.00	$ 3,330.00
181	34 41 10	LED PED SIGNAL SIG SEC (COUNTDOWN)	16	EA	$ 700.00	$ 11,200.00
182	34 41 15	BI-DIR PREMPT (OPTICOM) UNIT	4	EA	$ 4,200.00	$ 16,800.00
183	34 41 15	EMER VEH DET (OPTICOM) CABLE	697	LF	$ 3.10	$ 2,160.70
184	34 41 29	COHYU 4260 SERIES IP CAMERA	2	EA	$ 9,500.00	$ 19,000.00
185	34 41 12	CCTV CABLE CAT 5E	190	LF	$ 3.10	$ 589.00
186	34 41 29	GRIDSMART CAMERA	2	EA	$ 33,400.00	$ 66,800.00
187	34 41 12	GRIDSMART CABLE CAT 5E	190	LF	$ 3.10	$ 589.00
188		OMITTED				
189	26 05 33	CONDUIT 2" RIGID METAL	40	LF	$ 42.00	$ 1,680.00
190	34 41 12	APS CABLE	1,907	LF	$ 2.00	$ 3,814.00
191	34 41 10	LANE USE SIGNAL 16" X 16" 2 IND	5	EA	$ 6,500.00	$ 32,500.00
192	34 41 10	LANE USE SIGNAL 16" X 16" 3 IND	17	EA	$ 7,900.00	$ 134,300.00
193	34 41 10	LANE USE SIGNAL 30" X 30" 1 IND	5	EA	$ 6,700.00	$ 33,500.00
194	34 41 10	LANE USE SIGNAL 30" X 30" 2 IND	4	EA	$ 4,300.00	$ 17,200.00
END SECTION V - SIGNALS (CITY) ITEMS					**SUBTOTAL**	**$1,475,273.20**
SECTION VI - SIGNALS (TXDOT)						
195	416.6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	11	LF	$ 465.00	$ 5,115.00
196	416.6032	DRILL SHAFT (TRF SIG POLE) (48 IN)	66	LF	$ 955.00	$ 63,030.00
197	618.6023	CONDUIT 2" PVC SCHD 40	174	LF	$ 25.50	$ 4,437.00
198	618.6029	CONDUIT 3" PVC SCHD 40	607	LF	$ 28.50	$ 17,299.50
199	618.6033	CONDUIT 4" PVC SCHD 40	601	LF	$ 31.50	$ 18,931.50
200		OMITTED				
201		OMITTED				
202		OMITTED				
203	620.6008	ELEC CONDR (#8) INSULATED	1,494	LF	$ 2.15	$ 3,212.10
204	620.6009	ELEC CONDR (#6) BARE	899	LF	$ 2.55	$ 2,292.45
205	620.6010	ELEC CONDR (#6) INSULATED	30	LF	$ 2.55	$ 76.50
206	621.6012	TRAY CABLE (3 CONDR)(14 AWG)	664	LF	$ 3.35	$ 2,224.40
207	624.6008	GROUND BOXES TY C (162911) W/ APRON	5	EA	$ 2,200.00	$ 11,000.00
208	628.6115	ELEC SERVICE TY D 120/240 060 (NS)AL(E)PS(U)	1	EA	$ 9,000.00	$ 9,000.00
209	680.6005	INST HWY TRAF SIG (DPT SUP CNT & CAB)(ISO)	1	EA	$ 23,000.00	$ 23,000.00
210	681.6001	TEMP TRAF SIGNALS	1	EA	$ 120,000.00	$ 120,000.00
211	682.6001	VEH SIG SEC (12") LED (GRN)	9	EA	$ 370.00	$ 3,330.00
212	682.6002	VEH SIG SEC (12") LED (GRN ARW)	2	EA	$ 370.00	$ 740.00
213	682.6003	VEH SIG SEC (12") LED (YEL)	9	EA	$ 370.00	$ 3,330.00
214	682.6004	VEH SIG SEC (12 ") LED (YEL ARW)	4	EA	$ 370.00	$ 1,480.00
215	682.6005	VEH SIG SEC (12") LED (RED)	9	EA	$ 370.00	$ 3,330.00
216	682.6006	VEH SIG SEC (12") LED (RED ARW)	4	EA	$ 370.00	$ 1,480.00
217	682.6018	PED SIG SEC (LED) (COUNTDOWN)	6	EA	$ 700.00	$ 4,200.00
218	682.6029	BACK PLATE (12 IN)(3 SEC) ALUM	9	EA	$ 168.00	$ 1,512.00
219	682.6031	BACK PLATE (12 IN)(5 SEC) ALUM	2	EA	$ 202.00	$ 404.00
220	684.6033	TRAF SIG CABLES (TY A) (14 AWG) (7 CONDR)	664	LF	$ 3.15	$ 2,091.60
221		OMITTED				
222	684.6046	TRAF SIG CABLES (TY A) (14 AWG) (20 CONDR)	681	LF	$ 7.40	$ 5,039.40
223	684.6079	TRAF SIG CABLES (TY C) (12 AWG) (2 CONDR)	952	LF	$ 2.00	$ 1,904.00
224	686.6006	INS TRF SIG PL AM(S) STR (TY A)	1	EA	$ 13,500.00	$ 13,500.00
225	686.6060	INS TRF SIG PL AM (S) 1 ARM (55') LUM & ILSN	1	EA	$ 38,000.00	$ 38,000.00
226	686.6064	INS TRF SIG PL AM (S) 1 ARM (60') LUM & ILSN	1	EA	$ 40,000.00	$ 40,000.00
227	686.6068	INS TRF SIG PL AM (S) 1 ARM (65') LUM & ILSN	1	EA	$ 42,000.00	$ 42,000.00
228	687.6002	PED PB POLE ASMBLY	6	EA	$ 2,600.00	$ 15,600.00
229	6186.6002	ITS GND BOX (PCAST) TY 1 (243636) W/APRON	1	EA	$ 4,600.00	$ 4,600.00
230	6058.6002	BBU SYSTEM (EXTERNAL BATT CABINET)	1	EA	$ 9,300.00	$ 9,300.00
231	6292.6003	RVDS (PRESENCE & ADVANCE DET)	6	EA	$ 10,000.00	$ 60,000.00
END SECTION VI - SIGNALS (TXDOT) ITEMS					**SUBTOTAL**	**$531,459.45**

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Item No.	SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
SECTION VII - STRIPING						
232	32 17 23	TYPE IB DOUBLE LINE	3,126	LF	$ 2.60	$ 8,127.60
233	32 17 23	TYPE IB EDGELINE	493	LF	$ 1.25	$ 616.25
234	32 17 23	TYPE IIIA BARRIER LINE	2,627	LF	$ 3.20	$ 8,406.40
235	32 17 23	TYPE IA BROKEN LINE *	2,980	LF	$ 1.35	$ 4,023.00
236	32 17 23	TYPE VA STOP BAR	488	LF	$ 12.00	$ 5,856.00
237	32 17 23	TYPE IA BROKEN LINE C/R RPM	287	EA	$ 5.00	$ 1,435.00
238	32 17 23	TYPE IIIA BARRIER LINE C/R RPM	197	EA	$ 5.00	$ 985.00
239	32 17 23	TYPE IB DOUBLE LINE A/A RPM	164	EA	$ 5.00	$ 820.00
240	32 17 23	YIELD LINE	40	EA	$ 50.00	$ 2,000.00
241	32 17 23	TYPE IB DOUBLE BROKEN LINE *	1,760	LF	$ 2.50	$ 4,400.00
242	32 17 23	TYPE IA EDGELINE	663	LF	$ 1.25	$ 828.75
243	32 17 23	TYPE IB DOTTED LINE	10,303	LF	$ 1.35	$ 13,909.05
244	32 17 23	TYPE VB DIAGONAL MARKING	65	LF	$ 12.00	$ 780.00
245	32 17 23	WORD, WHITE, PER LETTER	16	EA	$ 160.00	$ 2,560.00
246	32 17 23	SYMBOL, WHITE, ARROW	2	EA	$ 160.00	$ 320.00
247	32 17 23	SYMBOL, WHITE, RR CROSSING	4	EA	$ 800.00	$ 3,200.00
248	666-2001	REFL PAV MRK TY I (W) 4" (BRK	804	LF	$ 1.35	$ 1,085.40
249	666-2005	REFL PAV MRK TY I (W) 4" (DOT)	959	LF	$ 3.20	$ 3,068.80
250	666-2010	REFL PAV MRK TY I (W) 4" (SLD)	1,154	LF	$ 1.25	$ 1,442.50
251	666-2034	REFL PAV MRK TY I (W) 8" (SLD)	877	LF	$ 2.70	$ 2,367.90
252	666-2046	REFL PAV MRK TY I (W) 24" (SLD)	105	LF	$ 12.00	$ 1,260.00
253	666-2052	REFL PAV MRK TY I (W) (ARROW)	5	EA	$ 175.00	$ 875.00
254	666-2067	REFL PAV MRK TY I (W) (DBL ARROW)	1	EA	$ 200.00	$ 200.00
255	666-2094	REFL PAV MRK TY I (W) (WORD)	5	EA	$ 175.00	$ 875.00
256	666-2109	REFL PAV MRK TY I (Y) (SLD)	1,336	LF	$ 1.25	$ 1,670.00
257	666-XXXX	REFL PAV MRK TY I (Y) (DBL SLD)	84	LF	$ 2.50	$ 210.00
258	672-6007	REFL PAV MRKR TY I-C	66	EA	$ 5.00	$ 330.00
259	672-6009	REFL PAV MRKR TY II-A-A	4	EA	$ 5.00	$ 20.00
260	672-6010	REFL PAV MRKR TY II-C-R	20	EA	$ 5.00	$ 100.00
261		OMITTED				
262	34 41 50	SMALL SIGN ASSEMBLY	96	EA	$ 675.00	$ 64,800.00
263	34 41 50	LARGE SIGN ASSEMBLY	4	EA	$ 1,800.00	$ 7,200.00
264	34 41 50	RELOCATE SMALL SIGN ASSEMBLY	6	EA	$ 750.00	$ 4,500.00
265		OMITTED				
*SUMMARY QUANTITY FOR LINES ARE ACTUAL LENGTHS AS LAID ON THE GROUND						
END SECTION VII - STRIPING ITEMS					**SUBTOTAL**	**$148,271.65**
SECTION VIII - STREET LIGHTS						
266	26 05 35	PULL BOX	29	EA.	$ 1,100.00	$ 31,900.00
267	26 56 00	35' WHITE CONCRETE STREET LIGHT POLE	54	EA	$ 3,000.00	$ 162,000.00
268	26 05 33	2" P.V.C. CONDUIT	10,554	LF	$ 25.00	$ 263,850.00
269	26 56 00	160W LED FIXTURE	54	EA	$ 900.00	$ 48,600.00
270	26 05 13	#2 DX WIRE	989	LF	$ 5.25	$ 5,192.25
271	26 05 13	#4 DX WIRE	1,091	LF	$ 5.75	$ 6,273.25
272	26 05 13	#6 DX WIRE	8,909	LF	$ 4.50	$ 40,090.50
273	26 05 00	ELECTRIC SERVICE	3	EA	$ 10,000.00	$ 30,000.00
274	26 05 35	12"X12" ELECTRIC BOX	54	EA	$ 1,100.00	$ 59,400.00
END SECTION VIII - STREET LIGHTS ITEMS					**SUBTOTAL**	**$647,306.00**
SECTION IX - CONDUIT						
275	26 05 35	GROUND BOX	64	EA	$ 3,000.00	$ 192,000.00
276	26 05 33	4" PVC 90° SWOOPING BEND, RISER & PLUG	208	EA	$ 360.00	$ 74,880.00
277	26 05 33	4" PVC 90° SWOOPING BEND	76	EA	$ 340.00	$ 25,840.00
278	26 05 33	4" PVC	7,659	LF	$ 34.00	$ 260,406.00
END SECTION IX - CONDUIT ITEMS					**SUBTOTAL**	**$553,126.00**
SECTION X - UNT DUCT BANK IMPROVEMENTS (SHEETS DB1 - DB29)						
279	02 41 15	SIDEWALK REMOVAL	189	SF	$ 7.00	$ 1,323.00
280	32 01 17	ASPHALT PAVEMENT REPAIR (TEMPORARY)	150	SY	$ 203.00	$ 30,450.00
281	32 01 29	CONCRETE PAVEMENT REPAIR (PERMANENT)	267	SY	$ 375.00	$ 100,125.00
282	33 01 29	CONCRETE PAVEMENT REPAIR (TEMPORARY)	51	SY	$ 356.00	$ 18,156.00
283	32 16 00	CONCRETE SIDEWALK	189	SF	$ 22.25	$ 4,205.25
284	32 01 29	CONCRETE SPEED BUMP REPAIR	3	EA	$ 350.00	$ 1,050.00
285	32 32 00	PAVE STONE RETAINING WALL REPAIR	8	LF	$ 385.00	$ 3,080.00
286	32 93 00	4" TOPSOIL	490	CY	$ 43.00	$ 21,070.00
287	32 93 00	BLOCK SODDING	4,407	SY	$ 6.30	$ 27,764.10

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Item No.	SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
288	33 05 05	TRENCH SAFETY PROTECTION	5,877	LF	$ 5.00	$ 29,385.00
289	33 01 50	ADJUST SSCO TO GRADE	1	EA	$ 350.00	$ 350.00
290	51 05 05	DEMO ELECTRIC SWITCHGEAR	2	EA	$ 6,000.00	$ 12,000.00
291	51 05 05	DEMO ELECTRIC PULL BOX	2	EA	$ 1,000.00	$ 2,000.00
292	51 05 05	DEMO DATA PULL BOX	2	EA	$ 1,000.00	$ 2,000.00
293	51 05 05	DEMO ELECTRICAL DUCT BANK	2,800	LF	$ 40.00	$ 112,000.00
294	51 05 05	DEMO DATA DUCT BANK	2,900	LF	$ 40.00	$ 116,000.00
295	51 05 05	LOCATING AND EXCAVATING EXISTING DUCT BANK	10	EA	$ 750.00	$ 7,500.00
296	51 05 13	500 KCMIL MV-105, EPR, 15KV	8,352	LF	$ 39.00	$ 325,728.00
297	51 05 13	#2 MV-105, EPR, 15KV	2,440	LF	$ 11.00	$ 26,840.00
298	51 05 26	#2 BARE COPPER	100	LF	$ 140.00	$ 14,000.00
299	51 05 26	#4/0 BARE COPPER	100	LF	$ 16.00	$ 1,600.00
300	51 13 29	SWITCHGEAR PME-9	2	EA	$ 70,000.00	$ 140,000.00
301	51 05 13	TERMINATIONS AT TRANSFORMERS	18	EA	$ 700.00	$ 12,600.00
302	51 05 43	ELECTRICAL MANHOLE	7	EA	$ 38,000.00	$ 266,000.00
303	51 05 43	ELECTRICAL DUCT BANK - PRIMARY 4 CELL	167	LF	$ 325.00	$ 54,275.00
304	51 05 43	ELECTRICAL DUCT BANK - PRIMARY 2 CELL	2,450	LF	$ 300.00	$ 735,000.00
305	51 05 43	ELECTRICAL DUCT BANK (TO TRANSFORMERS)	185	LF	$ 300.00	$ 55,500.00
306	51 05 43	DATA PULLBOX	9	EA	$ 20,000.00	$ 180,000.00
307	51 05 43	DATA DUCTBANK - TELECOM 4 CELL	3,075	LF	$ 300.00	$ 922,500.00
END SECTION X - UNT DUCT BANK IMPROVEMENTS					SUBTOTAL	$3,222,501.35
END BASE PROPOSAL ITEMS						
PROJECT BASE PROPOSAL AMOUNT (SECTIONS I through X):						$38,240,172.90

ALTERNATE 1 - ALIGNMENT 5 (EMPTY UNT DUCT BANK - SHEETS DB13 & DB24)						
A1- 1	32 01 17	ASPHALT PAVEMENT REPAIR (TEMPORARY)	68	SY	$ 203.00	$ 13,804.00
A1- 2	32 93 00	4" TOPSOIL	33	CY	$ 51.00	$ 1,683.00
A1- 3	32 93 00	BLOCK SOD	293	SY	$ 6.35	$ 1,860.55
A1- 4	33 05 05	TRENCH SAFTEY PROTECTION	380	LF	$ 1.00	$ 380.00
A1- 5	51 05 43	ELECTRICAL MANHOLE	1	EA	$ 35,000.00	$ 35,000.00
A1- 6	51 05 43	ELECTRICAL DUCTBANK - PRIMARY 2 CELL	200	LF	$ 225.00	$ 45,000.00
A1- 7	51 05 43	DATA PULLBOX	1	EA	$ 16,000.00	$ 16,000.00
A1- 8	51 05 43	DATA DUCTBANK - TELECOM 4 CELL	180	LF	$ 250.00	$ 45,000.00
END ALTERNATE 1 - UNT EMPTY DUCT BANK IMPROVEMENTS					SUBTOTAL	$158,727.55
END ALTERNATE PROPOSAL ITEMS						
ALTERNATE 1-ALIGNMENT 5 PROPOSAL AMOUNT :						$158,727.55

TOTAL PROJECT PROPOSAL AMOUNT (SECTIONS I through X + ALTERNATE 1):	$38,398,900.45

Bonnie Brae Phase 3 Widening & Reconstruction — **Sundt Construction, Inc.**

CSP 8094-1

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SECTION 00 43 39

VENDOR COMPLIANCE TO STATE LAW NON-RESIDENT OFFEROR - CSP

Texas Government Code Chapter 2252 was adopted for the award of contracts to nonresident offerors. This law provides that, in order to be awarded a best value contract where the offeror also offered the lowest proposal price, nonresident offerors (out-of-state contractors whose corporate offices or principal place of business are outside the State of Texas) propose on projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident offeror by the same amount that a Texas resident offeror would be required to underbid a nonresident offeror in order to obtain a comparable contract in the State which the nonresident's principal place of business is located.

The appropriate blanks in Section A must be filled out by all nonresident offerors in order for your proposal to meet specifications. The failure of nonresident offerors to do so will automatically disqualify that offeror. Resident offerors must check the box in Section B.

A. Nonresident offerors in the State of _____, our principal place of business, are required to be _____ percent lower than resident offerors by State Law. A copy of the statute is attached.

   Nonresident offerors in the State of Arizona, our principal place of business, are not required to underbid resident Offerors.

B. The principal place of business of our company or our parent company or majority owner is in the State of Texas. ☐

OFFEROR:

Sundt Construction, Inc.
Company

8445 Freeport Pky, Suite 240
Address

Irving, TX 75063
City/State/Zip

By: _____
(Signature)

Name: Jeff Williamson
(Please Print)

Title: Group President
(Please Print)

Date: 5.24.2023

END OF SECTION

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

"General Decision Number: TX20230025 01/06/2023

Superseded General Decision Number: TX20220025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

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http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023

SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures)	$ 14.12 **	
ELECTRICIAN	$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 13.16 **	
Structures	$ 13.84 **	
LABORER		
Asphalt Raker	$ 12.69 **	
Flagger	$ 10.06 **	
Laborer, Common	$ 10.72 **	
Laborer, Utility	$ 12.32 **	
Pipelayer	$ 13.24 **	
Work Zone Barricade Servicer	$ 11.68 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 15.32 **	
Asphalt Paving Machine	$ 13.99 **	
Broom or Sweeper	$ 11.74 **	
Concrete Pavement Finishing Machine	$ 16.05 **	
Concrete Saw	$ 14.48 **	
Crane Operator, Lattice Boom 80 Tons or Less	$ 17.27	
Crane Operator, Lattice Boom over 80 Tons	$ 20.52	
Crane, Hydraulic 80 Tons or Less	$ 18.12	
Crawler Tractor	$ 14.07 **	
Excavator, 50,000 pounds or less	$ 17.19	
Excavator, over 50,000 pounds	$ 16.99	
Foundation Drill , Truck Mounted	$ 21.07	
Foundation Drill, Crawler Mounted	$ 17.99	
Front End Loader 3 CY or Less	$ 13.69 **	
Front End Loader, over 3 CY	$ 14.72 **	
Loader/Backhoe	$ 15.18 **	
Mechanic	$ 17.68	
Milling Machine	$ 14.32 **	
Motor Grader, Fine Grade	$ 17.19	
Motor Grader, Rough	$ 16.02 **	
Pavement Marking Machine	$ 13.63 **	
Reclaimer/Pulverizer	$ 11.01 **	
Roller, Asphalt	$ 13.08 **	
Roller, Other	$ 11.51 **	
Scraper	$ 12.96 **	
Small Slipform Machine	$ 15.96 **	
Spreader Box	$ 14.73 **	

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Servicer.....$ 14.58 **

Steel Worker (Reinforcing).....$ 16.18 **

TRUCK DRIVER
Lowboy-Float.....$ 16.24
Off Road Hauler.....$ 12.25 **
Single Axle.....$ 12.31 **
Single or Tandem Axle Dump Truck.....$ 12.62 **
Tandem Axle Tractor with Semi Trailer.....$ 12.86 **
Transit-Mix.....$ 14.14 **

WELDER.....$ 14.84 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

"General Decision Number: TX20230018 04/14/2023

Superseded General Decision Number: TX20220018

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling Where the Tunnel is 48"" or Less in Diameter)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Modification Number Publication Date

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

0	01/06/2023
1	04/14/2023

* PLUM0100-002 11/01/2022

	Rates	Fringes
Plumbers and Pipefitters	$ 35.73	13.07

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* SUTX1991-004 09/23/1991

	Rates	Fringes
Laborers:		
Common	$ 7.25 **	
Utility	$ 7.467 **	
Pipelayer	$ 7.828 **	
Power equipment operators:		
Backhoe	$ 10.804 **	
Crane	$ 10.942 **	
Front End Loader	$ 9.163 **	
Tunneling Machine (48"" or less)	$ 9.163 **	
TRUCK DRIVER	$ 8.528 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

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negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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SECTION 00 45 27

CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW - CSP

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on *Bonnie Brae Phase 3 Widening & Reconstruction*. Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

CONTRACTOR:

Sundt Construction, Inc.
Company

By: _____
(Signature)

8445 Freeport Pky, Suite 240
Address

Name: Jeff Williamson
(Please Print)

Irving, TX 75063
City/State/Zip

Title: Group President
(Please Print)

THE STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of Sundt Construction, Inc. for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of May, 20 23.

Jamie Rivercano
My Commission Expires
4/13/2026
Notary ID
126383117

_____
Notary Public in and for the State of Texas

END OF SECTION

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY 1
1.01 Defined Terms 1
1.02 Terminology 6
ARTICLE 2 – PRELIMINARY MATTERS 7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 7
2.02 Copies of Documents 7
2.03 Before Starting Construction 7
2.04 Preconstruction ConferenceMeeting 8
2.05 Public Meeting 8
2.06 Initial Acceptance of Schedules 8
2.07 Electronic Submittals and Transmittals 8
ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE 8
3.01 Intent 8
3.02 Reference Standards 9
3.03 Reporting and Resolving Discrepancies 9
3.04 Requirements of the Contract Documents 10
3.05 Reuse of Documents 10
ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK 11
4.01 Commencement of Contract Time; Notice to Proceed 11
4.02 Starting the Work 11
4.03 Delays in Contractor's Progress 11
ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS 12
5.01 Availability of Lands 12
5.02 Use of Site and Other Areas 13
5.03 Subsurface and Physical Conditions 14
5.04 Differing Subsurface or Physical Conditions 15
5.05 Underground Facilities 16
5.06 Hazardous Environmental Conditions at Site 17

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

ARTICLE 6 – BONDS AND INSURANCE 18
6.01 Licensed Sureties and Insurers 18
6.02 Performance, Payment, and Maintenance Bonds 18
6.03 Certificates of Insurance 19
6.04 Contractor's Insurance 21
6.05 Acceptance of Bonds and Insurance; Option to Replace 22
ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES 22
7.01 Contractor's Means and Methods of Construction 22
7.02 Supervision and Superintendence 22
7.03 Labor; Working Hours 23
7.04 Services, Materials, and Equipment 23
7.05 Project Schedule 24
7.06 "Or Equals" 24
7.07 Substitutions 25
7.08 Concerning Subcontractors and Suppliers 27
7.09 Wage Rates 28
7.10 Patent Fees and Royalties 29
7.11 Permits and Utilities 29
7.12 Taxes 30
7.13 Laws and Regulations 30
7.14 Record Documents 31
7.15 Safety and Protection 31
7.16 Hazard Communication Programs 32
7.17 Emergencies and/or Rectification 32
7.18 Submittals 33
7.19 Continuing the Work 34
7.20 Contractor's General Warranty and Guarantee 34
7.21 Indemnification 35
7.22 Delegation of Professional Design Services 36
7.23 Right to Audit 36
7.24 Nondiscrimination 37
ARTICLE 8 – OTHER WORK AT THE SITE 37
8.01 Other Work 37
8.02 Coordination 38

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

8.03 Legal Relationships 38
ARTICLE 9 – CITY'S RESPONSIBILITIES 39
9.01 Communications to Contractor 39
9.02 Furnish Data 39
9.03 Pay When Due 39
9.04 Lands and Easements; Reports, Tests, and Drawings 39
9.05 Change Orders 39
9.06 Inspections, Tests, and Approvals 39
9.07 Limitations on City's Responsibilities 39
9.08 Undisclosed Hazardous Environmental Condition 39
9.09 Compliance with Safety Program 39
ARTICLE 10 – CITY'S OBSERVATION DURING CONSTRUCTION 40
10.01 City's Project Manager or Duly Authorized Representative 40
10.02 Visits to Site 40
10.03 Determinations for Work Performed 40
10.04 Decisions on Requirements of Contract Documents and Acceptability of Work 40
ARTICLE 11 – CHANGES IN THE WORK; CLAIMS; EXTRA WORK 41
11.01 Amending and Supplementing the Contract 41
11.02 Execution of Change Orders 41
11.03 Field Orders 41
11.04 Authorized Changes in the Work – Extra Work 41
11.05 Unauthorized Changes in the Work 41
11.06 Dispute of Extra Work 42
11.07 Contract Claims Process 42
11.08 Change of Contract Price 43
11.09 Change of Contract Time 44
11.10 Notification to Surety 44
ARTICLE 12 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK; PLANS QUANTITY MEASUREMENT 45
12.01 Cost of the Work 45
12.02 Allowances 48
12.03 Unit Price Work 48
12.04 Plans Quantity Measurement for Unclassified Excavation or Embankment 49

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK 50
13.01 Access to Work 50
13.02 Tests, Inspections 50
13.03 Defective Work 51
13.04 Rejecting Defective Work 51
13.05 Acceptance of Defective Work 52
13.06 Uncovering Work 52
13.07 City May Stop the Work 52
13.08 City May Correct Defective Work 53
ARTICLE 14 – PAYMENTS TO CONTRACTOR; COMPLETION; CORRECTION PERIOD 53
14.01 Progress Payments 53
14.02 Contractor's Warranty of Title 56
14.03 Partial Utilization 56
14.04 Final Inspection 57
14.05 Final Acceptance 57
14.06 Final Payment 57
14.07 Final Completion Delayed and Partial Retainage Release 58
14.08 Waiver of Claims 58
14.09 Correction Period 58
ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION 59
15.01 City May Suspend Work 59
15.02 City May Terminate for Cause 60
15.03 City May Terminate for Convenience 61
ARTICLE 16 – FINAL RESOLUTION OF DISPUTES 63
16.01 Methods and Procedures 63
ARTICLE 17 – MISCELLANEOUS 64
17.01 Giving Notice 64
17.02 Computation of Times 64
17.03 Cumulative Remedies 64
17.04 Limitation of Damages 64
17.05 No Waiver 65
17.06 Survival of Obligations 65
17.07 Assignment of Contract 65

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

17.08 Successors and Assigns 65
17.09 Headings 65

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract or in other Contract Documents, the terms listed below have the meanings indicated which are applicable to both the singular and plural thereof, and words denoting gender shall include the masculine, feminine and neuter. When used in a context consistent with the definition of a listed-defined term, the term shall have a meaning as defined below whether capitalized or italicized or otherwise. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument titled "Agreement", "Agreement – CSP", or "Agreement – Unit Price Bid" executed by the City and Contractor for the Work, setting forth the name of the Project, Contract Price, Contract Time and the items included in the Contract.

3. *Application for Payment*—The form acceptable to City which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Award*—Authorization by the City Council for the City to enter into an Agreement.

6. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. The term "Bid" shall be defined to include the term "Proposal" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

7. *Bidder*—The individual or entity that submits a Bid directly to City. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

8. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda). The term "Bidding Documents" shall be defined to include the terms "Proposal Documents" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

9. *Bidding Requirements*—The Advertisement or Invitation to Bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments. The term "Bidding Requirements" shall be defined to include the terms "Proposal Requirements" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and will include the Request for Proposal or Invitation to Offerors, Instructions to Offerors, Offerors Bond or other Proposal security, if any, the Proposal Form, and the Proposal with any attachments.

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

10. *Business Day*—A day that the City conducts normal business, generally Monday through Friday, except for federal or state holidays observed by the City.
11. *Calendar Day*—A day consisting of 24 hours measured from midnight to the next midnight.
12. *Change Order*—A document which is prepared by the Contractor or City, approved by the City, and signed by Contractor and City, authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
13. *City*—The City of Denton is, a Texas home-rule municipal corporation acting by its City Council through its City Manager or his or her designee.
14. *City Attorney*—The officially appointed City Attorney of the City of Denton or his or her designee.
15. *City Council*—The duly elected and qualified governing body of the City of Denton.
16. *City Manager*—The officially appointed authorized City Manager of the City of Denton.
17. *Contract*—The entire and integrated set of written instruments between the City and Contractor concerning the Work comprised of the Agreement and all Contract Documents, which written instruments supersede all prior negotiations, representations, or agreements, whether written or oral, concerning the Work.
18. *Contract Claim*—A demand or assertion by City or Contractor seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Contract Claim.
19. *Contract Documents*—Those items so designated as "Contract Documents." in the Agreement at Paragraph 5.1.A. Approved Submittals, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
20. *Contract Price*—The moneys payable by City to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 12.03 in the case of Unit Price Work). The Contract Price does not include any "Incentive", if applicable.
21. *Contract Time*—The number of days or the dates stated in the Agreement to: (a) achieve Milestones, if any and (bb) complete the Work so that it is ready for Final Acceptance.
22. *Contractor*—The individual or entity with whom City has entered into the Agreement.
23. *Cost of the Work*—See Paragraph 12.01 of these General Conditions for definition.
24. *Damage Claims*—A demand for money or services arising from the Project or Site from a third party, City or Contractor exclusive of a Contract Claim.
25. *Day* or day—A day, unless otherwise defined, shall mean a Calendar Day.
26. *Drawings*—The part of the Contract Documents prepared or approved by an Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Submittals, as defined, are not considered Drawings as so defined here.

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27. *Effective Date of the Agreement*—The date, indicated in the Agreement, on which it becomes effective,, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the City.
28. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, text, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
29. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by the Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
30. *Engineer*—The licensed professional engineer or engineering firm registered in the State of Texas performing professional services for the City.
31. *Extra Work*—Additional work made necessary by City-approved changes or alterations to the Contract Documents. Extra Work shall be part of the Work.
32. *Field Order*—A written directive issued by City that requires changes in the Work but does not involve a change to the Contract Price, Contract Time, or Drawings, Plan, or Shop Drawings.
33. *Final Acceptance*—The written notice given by the City to the Contractor that the Work specified in the Contract Documents has been completed to the satisfaction of the City.
34. *Final Inspection*—The inspection performed by the City to determine whether the Contractor has completed each and every part or appurtenance of the Work fully, entirely, and in conformance with the Contract Documents.
35. *General Requirements*—Sections of The information set forth in "Division 101 – General Requirements" of the Standard Construction Specification Documents.
36. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, P C B s, Petroleum, Hazardous Waste, Radioactive Material, or any other substance, product, waste or materials, in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
37. *Hazardous Waste*—Any solid waste listed as hazardous or which possesses one or more hazardous characteristics as defined in applicable Laws and Regulations.
38. *Incidental or incidental*—Work items that the Contractor is not paid for directly, but costs for which are included under the various bid items of the Project.
39. *Laws and Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all

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governmental bodies, agencies, authorities, and courts having jurisdiction over the Site or any portion or part of the Work to be performed.

40. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
41. *Major Item*—An item of work included in the Contract Documents that has a total cost equal to or greater than 5% of the original Contract Price.
42. *Milestone*—A principal event specified in the Contract Documents relating to the performance of an identified portion of the Work by an intermediate Contract Time prior to Final Acceptance of the Work.
43. *Notice of Award*—The written notice by City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed in such notice, City will sign and deliver the Agreement.
44. *Notice to Proceed*—A written notice given by City to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work specified in Contract Documents.
45. *PCBs*—Polychlorinated biphenyls.
46. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), and including but not limited to oil, fuel oil, oil sludge, oil refuse, gasoline, diesel fuel, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
47. *Plans*—This term will have the same definition of as “Drawings”.
48. *Project* —The Work to be performed under the Contract.
49. *Project Manager*—The authorized representative of the City who will be assigned to the Project.
50. *Project Manual*—The documentary information prepared for bidding or proposing and furnishing the Work.
51. *Project Schedule*—A schedule, prepared and maintained by Contractor, in accordance with the General Requirements, describing the sequence and duration of the activities comprising Contractor’s plan to achieve each Milestone and accomplish the Work within the Contract Time.
52. *Public Meeting*—An announced meeting conducted by the City to facilitate public participation and to assist the public in gaining an informed view of the Project.
53. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
54. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements toto support scheduled performance of related construction activities.

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55. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

56. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

57. *Site*—Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way, permits, and easements for access thereto, and such other lands furnished by City which are designated for the use of Contractor.

58. *Specifications* or *Technical Specifications* —The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work. Specifications may be specifically made a part of the Contract Documents by attachment or, if not attached, may be incorporated by reference as indicated in the Table of Contents (Section 00 00 00) of the Project.

59. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

60. *Submittal*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to the City to illustrate some portion of the Work.

61. *Subsidiary or subsidiary—These terms will have the same* definition as "Incidental. or incidental".

62. *Successful Bidder*—The Bidder to whom City issues a Notice of Award. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and is the Proposer or Offeror submitting the proposal or offer that provides the best value to the City and to whom the City issues a Notice of Award.

63. *Superintendent*—The representative of the Contractor who is available at all times and able to receive instructions from the City and to act for the Contractor.

64. *Supplementary Conditions*—The part of the Contract set forth at Division 00 73 00 that amends or supplements these General Conditions.

65. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

66. *Underground Facilities*—All underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid

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petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

67. *Unit Price Work*—Work for which the Contract Price is determined by multiplying the unit price for the item by the estimated quantity of the item.

68. *Weekend Working Hours*—Those hours between 8:00 a.m. and 8:30 p.m. on Saturday, and between 1:00 p.m. and 8:30 p.m. on Sunday or on a federal or state holiday observed by the City, as approved in advance by the City for performing Work.

69. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction including any Change Order or Field Order,, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

70. *Working Day*—Defined as a Business Day but excluding any days that weather or other conditions beyond the reasonable control of the Contractor prevents the performance of the principal unit of work underway for a continuous period of not less than 7 hours between 7:00 a.m. and 8:00 p.m.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:* The Contract includes the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of judgment by CityCity. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of City as to the Work. It is intended that such exercise of judgment, action, or determination will be to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).

C. *Defective:* The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents; or

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to City's written notice of Final Acceptance.

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

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2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to execute, carry out, furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

E. Unless stated otherwise in the Contract, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. Performance and Payment Bonds: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City the performance bond , payment bond and maintenance bond that comply with the provisions of Chapter 2253 of the Texas Government Code. Work will not be allowed to begin until the performance and payment bonds have been provided by the Contractor to the City.

B. Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6. Work will not be allowed to begin until the evidence of insurance has been provided by the Contractor to the City.

2.02 *Copies of Documents*

A. City shall furnish to Contractor one (1) original executed copy and one (1) electronic copy of the Contract, and three (3) additional copies of the Drawings. Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Before Starting Construction*

Baseline starting Work, Contractor shall submit for review by City the following in accordance with the Contract Documents:

A. Baseline Schedules in accordance with General Requirements, Section 01 32 16.

B. Preliminary Schedule of Submittals.

C. Preliminary Schedule of Values: For lump sum contracts, a Schedule of Values for all of the Work that includes quantities and prices of items that when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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2.04 *Preconstruction Meeting*

A. Before any Work at the Site is started, the Contractor shall attend a Preconstruction Meeting as specified in Section 01 31 19.

2.05 *Public Meeting*

A. Contractor may not mobilize any equipment, materials, or resources to the Site prior to Contractor attending the Public Meeting as scheduled by the City.

2.06 *Initial Acceptance of Schedules*

A. No progress payment shall be made to Contractor until acceptable Project Schedules are submitted to City in accordance with the Contract Documents.

2.07 *Electronic Submittals and Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the City and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then City and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to City.

C. City will issue clarifications and interpretations of the Contract Documents as provided herein.

D. The Specifications may vary in form, forma and style. Some Specification sections may be written in varying degrees of streamlined or declarative style, and some sections may be relatively narrative by comparison. Omission of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making Contract Claims or Damage Claims.

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E. The cross-referencing of Specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each Specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross-referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not cross-referencing is provided in each section or whether the cross-referencing is complete or accurate.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of CityCity, Contractor, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to City or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements, and conditions. Contractor shall promptly report in writing to City any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from City before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to City in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.1717) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by City, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to City for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier; or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

2. In case of discrepancies, figured dimensions shall govern over scaled dimensions, Drawings shall govern over Specifications, and Supplementary Conditions shall govern over General Conditions and Specifications.

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor shall submit to the City in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. City will be the interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. City will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. City's written clarification, interpretation, or decision will be final and binding on Contractor, unless Contractor appeals by filing a Contract Claim.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CityCity and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without City's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Time; Notice to Proceed*

A. The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Time commences to run. No Work may be done at the Site prior to the date on which the Contract Time commences to run.

4.03 *Delays in Contractor's Progress*

A. If Contractor is delayed, City shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project. The City shall be liable only to the extent allowed by the provisions of the Contract and as allowed by Subchapter I, Chapter 271 of the Texas Local Government Code.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. The Contractor shall receive no compensation for delays or hindrances to the Work, except when direct and unavoidable extra cost to the Contractor is caused by the failure of the City to provide information or material, if any, that the Contract specifies is to be furnished by the City.

D. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of City, Contractor, and those for whom they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Time. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph 4.03. D. The Contractor is responsible for the prompt submission of a request for an adjustment to the Contract Time under this Paragraph to the City. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Time under this Paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with City, as contemplated in Article 8); and

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4. Acts of war or terrorism.

E. Contractor's entitlement to an adjustment of Contract Time or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Time is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Time to which Contractor is otherwise entitled.

3. Adjustments of Contract Time or Contract Price are subject to the provisions of Article 11.

F. Each Contractor request or Change Order seeking an increase in Contract Time or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Time claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.08.

6. Contractor shall also furnish such additional supporting documentation as City may require including, where appropriate, a revised Project Schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

G. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from undisclosed Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.03.F and 4.03.G.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. City shall furnish the Site. City shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which

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Contractor must comply in performing the Work. City will be responsible for obtaining any necessary easements for permanent structures or permanent changes in existing facilities.

1. The City has obtained or anticipates acquisition of and/or access to right-of-way, and/or easements. Any outstanding right-of-way and/or easements are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding right-of-way, and/or easements.

2. Unless otherwise specified in the Contract Documents, the City has or anticipates moving and/or relocating utilities, and obstructions to the Site. Any outstanding movement or relocation of utilities or obstructions is anticipated in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding utilities or obstructions to be moved and/or relocated by others.

B. Upon reasonable written request of Contractor, City shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed.

C. Contractor shall provide for any additional lands and access thereto not included in the Site that may be required for construction facilities or storage of materials and equipment. The cost of such shall be part of the Contract Price.

5.02 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, worker car parking and the operations of workers to the Site, to adjacent areas that Contractor has arranged to use through construction easements or otherwise, and to other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with worker car parking, construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries, including death, and damage to or losses of property sustained by the owners or occupants of any such land or areas; provided that such damage, losses, injuries or deaths arose out of or result from the performance of the Work or arose out of or resulted from any other actions or conduct of the Contractor or those for whom Contractor is responsible.

2. At any time when, in the judgment of the City, the Contractor has obstructed, closed, or is carrying on operations in a portion of a street, right-of-way, or easement greater than is necessary for proper execution of the Work, the City may require the Contractor to reduce the area impacted to only that necessary for proper execution of the Work and/or to finish the section on which operations are in progress before work is commenced on any additional area of the Site.

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3. Construction equipment, spoil materials, supplies, forms, buildings, labs, or equipment and supply storage buildings, or any other item that may be transported by flood flows, shall not be stored within existing federal floodways during the course of the Work.

4. Should any Damage Claim be made by any such owner or occupant adversely impacted because of the performance of the Work, Contractor shall promptly attempt to resolve the Damage Claim.

5. ***PURSUANT TO PARAGRAPH 7.21, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY AND* ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, *FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH ADVERSELY IMPACTED OWNER OR OCCUPANT AGAINST CITY.***

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Site Maintenance Cleaning*: If 24 hours after written notice is given to the Contractor that the clean-up at the Site is insufficient or occurring in a manner unsatisfactory to the City, the Contractor fails to correct the unsatisfactory condition and/or procedures, the City may take such direct action as the City deems appropriate to correct the clean-up deficiencies cited to the Contractor in the written notice, and the costs of such direct corrective action, plus 25 % of such costs, shall be deducted from the monies due or to become due to the Contractor under the Contract.

D. *Final Site Cleaning*: Prior to Final Acceptance of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by City and any adjacent property owners, if applicable. At the completion of the Work, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, surplus materials, waste materials, rubbish and other debris and shall restore to original condition or better all areas impacted or disturbed by the Work.

E. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to City of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. Those drawings known to City of existing physical conditions at or contiguous to the Site, including those drawings known to City depicting existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities.).

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A.

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Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as technical data.

C. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of theirits officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any "technical data" is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), notify City in writing about such condition.

B. Possible Price and Time Adjustments

1. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time if:
    a. Contractor knew of the existence of such condition at the time Contractor made a final commitment to City with respect to Contract Price and Contract Time by the submission of a Bid or becoming bound under the Contract; or

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b. The existence of such condition reasonably could have been discovered or revealed as a result of the examination of the Contract Documents or the Site; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

C. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site is based on information and data furnished to City or Engineer by the owners of such Underground Facilities, including City, or by others, unless it is otherwise expressly provided in the Supplementary Conditions::

1. City and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data;

b. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

c. coordination and adjustment of the Work with the owners (including City) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*:

1. If an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings or otherwise indicated in the Contract Documents, or was not shown or indicated on the Drawings or in the Contract Documents with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), identify the owner of such Underground Facility and give notice to that owner and to City. Contractor shall be responsible for the safety and protection of such discovered Underground Facility.

2. If City concludes that a change in the Contract Documents is required, a Change Order may be issued to reflect and document such consequences, subject to the provisions of Article 11.

3. Verification of existing utilities, structures, and service lines shall include notification of all utility companies a minimum of 48 hours in advance of construction including exploratory excavation if necessary.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to City relating to Hazardous Environmental Conditions that have been identified at the Site; or

2. drawings known to City relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

C. Contractor shall not be responsible for a Hazardous Environmental Condition uncovered or revealed at the Site if such Hazardous Environmental Condition was not shown or indicated in Drawings or Specifications or identified if the removal or remediation of such Hazardous Environmental Condition was not identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created by the actions of or with any materials brought to the Site by Contractor, Subcontractors, Suppliers or anyone else for whom Contractor is responsible and the costs associated with the same.

D. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.17); and (3) notify City (and promptly thereafter confirm such notice in writing). City may consider the necessity to retain a qualified expert to evaluate such condition or take corrective action, if any.

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E. Contractor shall not be required to resume Work in connection with a Hazardous Environmental Condition identified pursuant to Paragraph 5.06.D or in any affected area until after City has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed.

F. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work and the Contract Price. City may have such deleted portion of the Work performed by City's own forces or others.

G. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 5.06.CityG OBLIGATES CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.***

H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue bonds or insurance policies for the limits and coverages required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

6.02 *Performance, Payment, and Maintenance Bonds*

A. Contractor shall furnish a performance bond and a payment bond, in accordance with the provisions of the Texas Government Code Chapter 2253 or successor statute and as required by the City, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. The performance and payment bonds must be provided by the Contractor to the City prior to the Contractor beginning any Work.

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B. Contractor shall furnish maintenance bonds in an amount equal to the Contract Price as security to protect the City against any defects in any portion of the Work described in the Contract Documents. Maintenance bonds shall remain in effect for two (2) years after the date of Final Acceptance by the City. The maintenance bond(s) shall be provided as directed by the City as part of the close-out of the Contract and shall be provided prior to the final payment being made.

C. All bonds shall be in the form prescribed by the Contract Documents, except as provided otherwise by Laws and Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, or its right to do business is terminated in the State of Texas, then Contractor shall promptly notify City in writing and shall, within 30 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, City may refuse to allow the Contractor to begin Work, exclude the Contractor from the Site and exercise City's termination rights under Article 15.

F. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.03 *Certificates of Insurance*

A. Contractor shall deliver to City, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance and endorsements (and other evidence of insurance requested by City or any other additional insured) establishing that Contractor has obtained and is maintaining the policies and coverages required by these General Conditions and the Supplementary Conditions prior to beginning any Work.

1. The certificate of insurance shall document the City, and all identified entities named in the Supplementary Conditions as "additional insureds" on all liability policies.

2. The Contractor's general liability insurance shall include a "per project" or "per location" endorsement, that shall be identified in the certificate of insurance provided to the City.

3. The certificate shall be signed by an agent authorized to bind coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide.

4. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent

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financial strength and solvency to the satisfaction City. If the rating is below that required, written approval of City is required.

5. All applicable policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City. In addition, the Contractor agrees to waive all rights of subrogation against the Engineer (if applicable), and each additional insured identified in the Supplementary Conditions

6. Failure of the City to demand such certificates or other evidence of full compliance with the insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such lines of insurance coverage or to provide such certificates or other evidence of full compliance with the insurance requirements.

7. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.

8. Unless otherwise stated, all required insurance shall be written on the "occurrence basis". If If City agrees in writing that coverage is underwrittenmay be written on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the effective date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the Contract and for three (3) years following Final Acceptance or for the warranty period provided for under the Contract Documents or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.

9. Policies shall have no exclusions by endorsements that either nullify or amend the required lines of coverage, nor or decrease the limits of said coverage unless such endorsements are approved in writing by the City. In the event a Notice of an Award has been issued or the Agreement executed, and the policy exclusions are determined to be unacceptable or the City desires that the Contractor obtain additional insurance coverage the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.

10. For any proposed self-insured retention (SIR),) in excess of $25,000.00, affecting insurance coverage, Contractor must obtain the written approval of the City in regard to asset value and stockholders' equity. In lieu of traditional insurance, proposed alternative coverage maintained through insurance pools or, risk retention groups, or self-funding will also require the written approval of the City.

11. Any deductible in excess of $5,000.00, for any policy that does not provide coverage on a first-dollar basis must be acceptable to and approved in writing by the City.

12. City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and limits when deemed necessary and prudent by the City based upon the scope of the Work, changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City. The City will provide prior notice of 90 days and the insurance adjustments shall be incorporated into the Work by Change Order.

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13. City shall be entitled, upon written request to Contractor and without expense to City, to receive copies of policies and endorsements thereto and. City may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions necessary to conform the policy and endorsements to the requirements of the Contract. Deletions, revisions, or modifications shall not be required where policy provisions are established by law or regulations binding upon either party or the underwriter on any such policies.

14. City shall not be responsible for the direct payment of insurance premium costs for Contractor's insurance.

6.04 *Contractor's Insurance*

A. *Workers Compensation and Employers' Liability*: Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of employees.

B. *Commercial General Liability*. Coverage shall include but not be limited to covering liability (bodily injury, including death, or property damage) arising from: premises/operations, independent contractors, products/completed operations, personal injury including death, liability under an insured contract, and explosion/collapse/underground (where those exposures exist). Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. The Commercial General Liability policy shall have no exclusions by endorsements that would alter or nullify premises/operations, products/completed operations, contractual, personal injury, or advertising injury, that are normally contained with the policy, unless the City approves such exclusions in writing.

For construction projects that present a substantial completed operation exposure, the City may require the Contractor to maintain completed operations coverage for a minimum of no less than three (3) years following the completion of the project (if identified in the Supplementary Conditions)).

C. *Automobile Liability.* A commercial business auto policy shall provide coverage on "any auto", defined as autos owned, hired and non-owned and provide indemnity for claims for damages because of bodily injury or death of any person and/or property damage arising out of or related to the work, maintenance or use of any motor vehicle by the Contractor, any

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Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

D. *Railroad Protective Liability.* If any of the Work or any warranty work is within the limits of railroad right-of-way, the Contractor shall comply with the requirements identified in the Supplementary Conditions.

E. *Notification of Policy Cancellation:* Contractor shall immediately notify City upon cancellation or other loss of insurance coverage. Contractor shall stop Work until replacement insurance has been procured. There shall be no time credit for delays or days not worked pursuant to this section.

6.05 *Acceptance of Bonds and Insurance; Option to Replace*

A. If City has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 6 or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, the City shall so notify the Contractor in writing within 10 Business Days after receipt of the certificates (or other evidence requested). Contractor shall provide to the City such additional information in respect of insurance provided as the City may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required by the Contract Documents, the City shall notify the Contractor in writing of such failure prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Such failure to provide bonds or insurance as required by the Contract Documents is a breach of the terms of the Contract and the City may terminate the Contractor in accordance with the provisions of the Contract Documents.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not City-delegated professional design services under this Contract, and neither City nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall identify and assign a competent superintendent, who is proficient in English, and who shall not be replaced without written

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notice to City of the name of the replacement superintendent. If at any time the superintendent is not satisfactory to the City, Contractor shall, if requested by City, replace the superintendent with another satisfactory to City.

C. Contractor shall notify the City 24 hours prior to moving areas during the sequence of construction.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to City for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours on Business Days. Contractor will not permit the performance of Work outside of regular working hours on Business Days without City's prior written consent (which will not be unreasonably withheld)). Contractor's written request (by letter or electronic communication) for City's written consent must be made as follows:

1. for Work beyond regular working hours on Business Days, request must be made by noon at least two (2) Business Days prior;

2. for Work during Weekend Working Hours, request must be made by noon of the preceding Wednesday; and

3. for Work on state or federal holidays observed by the City, request must be made sufficiently in advance of the holiday, to satisfy requirements for City Council approval.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, Contractor required testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of sufficient quality to complete the Work, and must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of City. If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment to be incorporated into the Work shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with

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instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

D. All items of standard equipment to be incorporated into the Work shall be the latest model at the time of bid, unless otherwise specified.

7.05 *Project Schedule*

A. Contractor shall adhere to the Project Schedule established in accordance with Paragraph 2.06 and the General Requirements as it may be adjusted from time to time as provided below.

1. Contractor shall submit to the City for acceptance (to the extent indicated in Paragraph 2.06 and the General Requirements) proposed adjustments in the Project Schedule that will not result in changing the Contract Time. Such adjustments must comply with any provisions of the General Requirements applicable thereto.

2. Contractor shall submit to City a monthly Project Schedule with a monthly progress payment request for the duration of the Contract in accordance with the Construction Progress Schedule, General Requirements 01 32 16.

3. Proposed adjustments in the Project Schedule that will change the Contract Time shall be submitted in accordance with the requirements of Article 11. Adjustments in Contract Time may only be made by a Change Order.

7.06 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that City permit the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If City in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by City as an "or equal" item. For the purposes of this Paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. the City determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to City.

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b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the City or increase in Contract Time; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each "or-equal" request. City may require Contractor to furnish additional data about the proposed "or-equal" item. City will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an "or-equal." City." City will advise Contractor in writing of its determination.

D. *Effect of City's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The City's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If City determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that City consider the item a proposed substitution pursuant to Paragraph 7.07.

7.07 *Substitutions*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that City permit the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related Work at the Site.

1. Contractor shall submit sufficient information as provided below to allow City to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitution therefor. City will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by City will be as set forth in Paragraph 7.07.B, as supplemented by the Specifications, and as City may decide is appropriate under the circumstances.

3. Contractor shall make written application to City for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application shall comply with Section 01 25 00 and:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be substantially similar in substance to the item specified; and

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3) be well-suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will adversely impact Contractor's achievement of Final Acceptance on or before the Contract Time;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and Damage Claims of other contractors affected by any resulting change.

B. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each substitution request. City may require Contractor to furnish additional data about the proposed substitute item. City will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an acceptable substitution. City's approval determination will be evidenced by a Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Time. City will advise Contractor in writing of any denial determination.

C. *Special Guarantee*: City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitution. ***Contractor shall indemnify and hold harmless City and its officers, elected and appointed officials, employees, agents, consultants and subcontractors and anyone directly or indirectly employed by them from and against any and all claims, damages, losses and expenses (including attorney's fees) arising out of or relateds to the use of substituted materials or equipment.***

D. *Reimbursement of City's Cost*: City will record City's costs in evaluating a substitution proposed or submitted by Contractor. Whether or not City approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse City for evaluating each such proposed substitute. Contractor shall also reimburse City for the charges for making changes in the Contract Documents (or in the provisions of any other direct contract with City) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

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F. *City Substitution Reimbursement*: Cost savings attributable to acceptance of a substitution shall be paid to City by Contractor by an appropriate Change Order decreasing the Contract Price.

G. *Effect of City's Determination*: If City approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The City's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.07.D, by timely submittal of a Change Order.

7.08 *Concerning Subcontractors and Suppliers*

A. Contractor shall perform with its own organization, and with the assistance of workmen under its immediate superintendence, work of a value not less than 35% of the Contract Price, unless otherwise approved by the City.

B. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom City may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection, except as provided in Paragraph 7.08.C. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to City to perform and complete the Work in accordance with the Contract.

C. The City may require the use of specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work , and will provide such requirements in the Supplementary Conditions.

D. Contractor shall provide to City as part of the Bid, the identity of all proposed Subcontractors and Suppliers. Such proposed Subcontractor or Supplier shall be deemed acceptable to City unless City raises a substantive, reasonable objection prior to execution of the Agreement.

E. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between City and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of City to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

F. No acceptance by City of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of City to the completion of the Work in accordance with the Contract Documents, Contract Price and Contract Time.

G. Contractor shall be solely responsible for scheduling and coordinating the tasks of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

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H. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of City. Contractor must comply with all applicable federal, state, and local laws, statutes, ordinances or regulations, including but not limited to immigration laws, workers compensation laws and wage laws, in the hiring of any Subcontractor or Supplier and shall ensure that each Subcontractor or Supplier has the same obligations.

I. Contractor shall restrict all Subcontractors and Suppliers from communicating with City, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.09 *Wage Rates*

A. *Duty to pay Prevailing Wage Rates*: The Contractor shall comply with all requirements of Chapter 2258, Texas Government Code (as amended), including the payment of not less than the rates determined by the City Council of the City of Denton to be the prevailing wage rates in accordance with Chapter 2258. The then current prevailing wage rates at the time of execution of the Agreement are included in these Contract Documents.

B. *Penalty for Violation*: A Contractor or any Subcontractor who does not pay the prevailing wage shall, upon demand made by the City, pay to the City $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the prevailing wage rates stipulated in these contract documents. This penalty shall be retained by the City to offset its administrative costs, pursuant to Texas Government Code Section 2258.023.

C. *Complaints of Violations and City Determination of Good Cause*: On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023, Texas Government Code, by a Contractor or Subcontractor, the City shall make an initial determination, before the 31st day after the date the City receives the information, as to whether good cause exists to believe that the violation occurred. The City shall notify in writing the Contractor or Subcontractor and any affected worker of its initial determination. Upon the City's determination that there is good cause to believe the Contractor or Subcontractor has violated Chapter 2258, the City shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage rates, such amounts being retained from successive progress payments pending a final determination of the violation.

D. *Arbitration Required if Violation Not Resolved*: An issue relating to an alleged violation of Section 2258.023, Texas Government Code, including a penalty owed to the City or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the Contractor or Subcontractor and any affected worker does not resolve the issue by agreement before the 15th day after the date the City makes its initial determination pursuant to Paragraph 7.09.C. If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required, a district court shall appoint an arbitrator on the petition of any of the persons. The City is not a party in the arbitration. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

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E. *Records to be Maintained*: The Contractor and each Subcontractor shall, for a period of three (3) years following the date of Final Acceptance, maintain records that show (i) the name and occupation of each worker employed by the Contractor in the construction of the Work provided for in this Contract; and (ii) the actual per diem wages paid to each worker. The records shall be available in Denton County, Texas at all reasonable hours for inspection by the City. The provisions of Paragraph 7.23, Right to Audit, shall pertain to this inspection.

F. *Progress Payments*: With each progress payment request or payroll period, whichever is less, the Contractor shall submit an affidavit stating that the Contractor has complied with the requirements of Chapter 2258, Texas Government Code.

G. *Posting of Wage Rates*: The Contractor shall post prevailing wage rates in a conspicuous place at the Site at all times.

H. *Subcontractor Compliance*: The Contractor shall include in its subcontracts and/or shall otherwise require all of its Subcontractors to comply with Paragraphs 7.09.A through 7.09.G.

7.10 *Patent Fees and Royalties*

A. Contractor shall pay all patent or license fees and royalties and pay all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any patent or license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents. Failure of the City to disclose such information does not relieve the Contractor from its obligations to pay said fees or, royalties or costs to others.

B. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE.***

7.11 *Permits and Utilities*

A. *Contractor obtained permits and licenses.* Unless otherwise expressly provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. City shall provide reasonable assistance to Contractor, if necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work applicable at the time the Notice of Award is issued, except for permits provided by the City as specified in Paragraph 7.11.B. City shall pay the charges of utility service providers for connections for providing permanent service to the Work.

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B. *City obtained permits and licenses.* City will obtain and pay for those permits and licenses identified as City's responsibility in the Supplementary Conditions or Contract Documents. It will be the Contractor's responsibility to comply with and carry out the provisions of the permit. If the Contractor initiates changes to the Contract and the City approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agency. relating to the changes. The City will not reimburse the Contractor for any cost associated with the requirements of any City acquired permit. The following are permits the City will obtain if required:

1. Texas Department of Transportation Permits
2. U.S. Army Corps of Engineers Permits
3. Texas Commission on Environmental Quality Permits
4. Railroad Company Permits
5. Texas Department of Licensing and Regulation (TDLR) Permits

C. *Outstanding permits and licenses.* Any outstanding permits and licenses are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding permits and licenses.

7.12 *Taxes*

A. On issuance of a Notice of Award by the City, an organization which qualifying for exemption pursuant to Texas Tax Code, Subchapter H (as amended), the Contractor may purchase, rent or lease all materials, supplies and equipment used or consumed in the performance of this contract by issuing to hisits Supplier an exemption certificate in lieu of the tax, said exemption certificate to comply with State Comptroller's Rulings applicable to Texas Tax Code, Subchapter H. Any such exemption certificate issued to the Contractor in lieu of the tax shall be subject to and shall comply with all applicable rulings pertaining to the Texas Tax Code, Subchapter H.

B. Texas tax permits and information may be obtained from:

1. Comptroller of Public Accounts
   Sales Tax Division
   Capitol Station
   Austin, TX 78711; or
2. http://www.window.state.tx.us/taxinfo/taxforms/93-forms.html

7.13 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, City shall not be responsible for monitoring Contractor's compliance with any Laws and Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws and Regulations, Contractor shall be liable for all resulting claims, costs losses, and damages, and shall indemnify and hold harmless City, and its officers, elected

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and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

C. Changes in Laws and Regulations not known at the time of the City's issuance of a Notice of Award having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Time.

7.14 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. Contractor shall include accurate locations for buried and imbedded items. These record documents, together with all approved Samples, will be available to City for reference. Upon completion of the Work, Contractor shall deliver these record documents to City prior to Final Inspection.

7.15 *Safety and Protection*

A. As between City and Contractor, Contractor shall be responsible for the safety of persons and property in the performance of the Work, for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs. Contractor shall inform the City in writing of Contractor's designated safety representative at the Site.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.1515.C.2 or 7.1515.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be the responsibility of and remedied by Contractor at its expense.

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss;

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and shall implement, erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify City; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of City's safety programs, if any.

H. Contractor shall inform City in advance in writing of the specific requirements of Contractor's safety program with which City's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed and City has issued a Letter of Final Acceptance.

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.16 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations.

7.17 *Emergencies and/or Rectification*

A. In the event of threatened or actual emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to immediately act to prevent damage, injury, or loss. Contractor shall give City prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If City determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Change Order may be issued.

B. Should the Contractor fail to respond to a request from the City to rectify any discrepancies, omissions, or correction necessary to conform with the requirements of the Contract Documents, the City shall give the Contractor written notice that such work or changes are to be performed. The written notice shall direct attention to the discrepant condition and request the Contractor to take remedial action to correct the condition. In the event the Contractor does not take proper action within 24 hours to fulfill this written request or fails to show just cause for not taking the proper action, within 24 hours, the City may take such remedial action with City resources or by contract. The City shall deduct an amount equal to the entire cost for such remedial action, plus 25% from any funds due or to become due the Contractor on the Project.

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

7.18 *Submittals*

A. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit required Submittals to City for review and acceptance in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.03).

1. Contractor shall submit the Submittals in accordance with Section 01 33 00 of the General Requirements.

2. Data shown on the Submittals must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to demonstrate to City the services, materials, and equipment Contractor proposes to provide, and to enable City to review the information for the limited purposes required by Paragraph 7.18.C.

3. Submittals reviewed and accepted by City for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by City.

4. When Submittals are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown on the Drawings and Specifications.

5. For-Information-Only submittals upon which the City is not expected to conduct a review or take responsive action may be so identified in the Contract Documents.

6. Contractor shall submit the required number of Samples specified in the Specifications.

7. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which it is intended and other data as City may require to enable City to review the Submittal for the limited purposes set forth in Paragraph 7.18.C.

B. Where a Submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to City's review and acceptance of the pertinent submittal will be at the sole risk, expense and responsibility of Contractor.

C. City's Review

1. City will provide timely review of Submittals in accordance with the accepted Schedule of Submittals. City's review and acceptance will be to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. City's review and acceptance will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents), or to safety precautions or programs incident thereto.

3. City's review and acceptance of a separate item as such will not indicate approval of the assembly in which the item functions.

4. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Section 01 33 00 of the General

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Requirements, and City has given written acceptance of each such variation by specific written notation thereof incorporated in or accompanying the Submittal.

5. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for complying with the requirements of the Contract Documents.

6. City's review and acceptance of a Submittal, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Time or Contract Price, unless such changes are included in a Change Order.

7. Neither City's receipt, review, or acceptance of a Submittal will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in accepted Submittals, subject to the provisions of Section 01 33 00 of the General Requirements.

7.19 *Continuing the Work*

A. Except as otherwise provided, Contractor shall carry on the Work and adhere to the Project Schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as City and Contractor may otherwise agree in writing.

7.20 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. City and its officers, elected and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Contractor's warranty and guarantee under this Paragraph 7.20:

1. Observations by Engineer or City;

2. Recommendation by Engineer or payment by City of any progress or final payment;

3. The issuance of a letter or certificate of Final Acceptance by City or any payment related thereto by City;

4. Use or occupancy of the Work or any part thereof by City;

5. Any review and acceptance of a Submittal by City;

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6. Any inspection, test, or acceptance by others; or

7. Any correction of defective Work by City.

D. The Contractor shall remedy any defects or damages in the Work and pay for any damage to other work or property resulting therefrom which shall appear within a period of two (2) years from the date of Final Acceptance of the Work unless a longer period is specified. Contractor shall furnish a good and sufficient maintenance bond, complying with the requirements of Paragraph 6.02.B. The City will give notice of observed defects with reasonable promptness.

7.21 *Indemnification*

A. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THESE CONTRACT DOCUMENTS. THIS INDEMNIFICATION PROVISION SHALL ONLY APPLY TO THE EXTENT THE ABOVE ARE CAUSED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEESUNDER THIS CONTRACT. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.**

B. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM FROM AND AGAINST ANY AND ALL LOSS, DAMAGE OR DESTRUCTION OF PROPERTY OF THE CITY, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION SHALL ONLY APPLY TO THE EXTENT THE ABOVE ARE CAUSED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT.**

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7.22 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, City will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Submittal related to the requirements indicated in Paragraph 7.22.B is prepared by Contractor, a Subcontractor, or others for submittal to City, then such Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to City.

D. City shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under the conditions indicated in Paragraph 7.22.B, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.22, City's review, acceptance, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to the conditions indicated in Paragraph 7.22.B, will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.22;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

7.23 *Right to Audit*

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract during the term of the Contract and for five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be made available, in Denton County, Texas within ten (10) Business Days of City's written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within Denton County, Texas. Except as otherwise provided herein, the cost of the audit will be borne by the City

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unless the audit reveals an overpayment of 1% or greater. If the City is undertaking an audit or inspection pursuant to Paragraph 7.09 or if an overpayment of 1% or greater occurs, the City's reasonable cost of the audit, including any travel costs, must be paid by the Contractor within five (5) Business Days of receipt of City's invoice for such costs.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

7.24 *Nondiscrimination*

A. The City is responsible for operating Public Transportation Programs and implementing transit-related projects, funded in part with Federal financial assistance awarded by the U.S. Department of Transportation and the Federal Transit Administration (FTA), without discriminating against any person in the United States on the basis of race, color, or national origin.

B. Contractor shall comply with the requirements of *Title VI, Civil Rights Act of 1964 as amended* and the regulations promulgated thereunder, as may be further defined in the Supplementary Conditions, for any project receiving Federal assistance.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the City may perform other work at or adjacent to the Site. Such other work may be performed by City's employees, or through contracts between the City and third parties. City may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If City performs other work at or adjacent to the Site with City's employees, or through contracts for such other work, then City shall give Contractor written notice thereof prior to starting any such other work, if such other work is not noted in the Contract Documents.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and City, if City is performing other work with City's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of City and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to City in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with

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Contractor's Work except for latent defects and deficiencies in such other work that could not have been discovered through a proper inspection.

F. The provisions of this Article 8 are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with City, or that is performed without having been arranged by City. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.03.D.3.

8.02 *Coordination*

A. If City intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with City's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, City shall have authority for such coordination.

8.03 *Legal Relationships*

A. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of City, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. When City is performing other work at or adjacent to the Site with City's employees, Contractor shall be liable to City for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by City as a result of Contractor's failure to take reasonable and customary measures with respect to City's other work.

B. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any Damage Claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, City, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend and hold harmless City and Engineer, and the officers, elected and appointed officials, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

ARTICLE 9 – CITY'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in the Supplementary Conditions, City shall issue all communications to Contractor.

9.02 *Furnish Data*

A. City shall promptly furnish the data required of City under the Contract Documents.

9.03 *Pay When Due*

A. City shall make payments to Contractor when they are due in accordance with and subject to the provisions of Article 14.

9.04 *Lands and Easements; Reports, Tests, and Drawings*

A. City's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Article 5 refers to City's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by City in preparing the Contract Documents.

9.05 *Change Orders*

A. City's responsibilities with respect to Change Orders are set forth in Article 11.

9.06 *Inspections, Tests, and Approvals*

A. City's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.02.DD.

9.07 *Limitations on City's Responsibilities*

A. The City shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.08 *Undisclosed Hazardous Environmental Condition*

A. City's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.09 *Compliance with Safety Program*

A. While at the Site, City's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which City has been informed in advance in writing pursuant to Paragraph 7.15.

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

ARTICLE 10 – CITY'S OBSERVATION DURING CONSTRUCTION

10.01 *City's Project Manager or Duly Authorized Representative*

A. City will provide a Project Manager or duly authorized representative during the construction period. The duties and responsibilities and the limitations of authority of City's Project Manager or duly appointed representative during construction are set forth in the Contract Documents.

B. City's Project Manager for these Contract Documents is as set forth in the Supplementary Conditions. City will establish a duly authorized representative at the Preconstruction Meeting in accordance with Section 01 31 19 of the General Requirements.

10.02 *Visits to Site*

A. City will make visits to the Site at intervals appropriate to the various stages of construction as City deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, City will determine, in general, if the Work is proceeding in accordance with the Contract Documents. City will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. City's efforts will be directed toward providing City a greater degree of confidence that the completed Work will conform generally to the Contract Documents.

B. City's visits and observations are subject to all the limitations on City's responsibility set forth in Paragraph 99.07. Particularly, but without limitation, during or as a result of City's visits or observations of Contractor's Work, City will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Determinations for Work Performed*

A. As applicable, Contractor will determine the actual quantities and classifications of Work performed.. City's Project Manager or duly authorized representative will review with Contractor the preliminary determinations on such matters before rendering a written recommendation. City's written decision will be final (except as modified to reflect changed factual conditions or more accurate data).

10.04 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. City will be the interpreter of the requirements of the Contract Documents and judge the acceptability of the Work thereunder.

B. City will render a written decision on any issue referred.

C. City's written decision on the issue referred will be final and binding on the Contractor, subject to the provisions of Paragraph 11.07.

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

ARTICLE 11 – CHANGES ININ THE WORK; CLAIMS; EXTRA WORK

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended toto provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof, including in the Contract Price or Contract Time, but such amendment will be made by Change Order only.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work not involving a change in Contract Price or Contract Time, may be authorized, by one of the following ways:

1. A Field Order; or
2. City's review of a Submittal (subject to the provisions of Paragraph 7.18.C); or
3. City's written interpretation or clarification.

11.02 *Execution of Change Orders*

A. City and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Time which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed..
2. Changes in the Work which are: (a) ordered by City pursuant to Paragraph 11.04, (b) required because of City's acceptance of defective Work under Paragraph 13.05 or City's correction of defective Work under Paragraph 13.08, or (c) as otherwise agreed to by the parties.

11.03 *Field Orders*

A. City may authorize minor variations and deviations in changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on both the City and Contractor, which shall perform the Work involved promptly.

11.04 *Authorized Changes in the Work – Extra Work*

A. Without invalidating the Contract and without notice to any surety, City may, at any time or from time to time, order Extra Work. Upon notice of such Extra Work, Contractor shall proceed with the Work involved only upon receiving written notice from City. Extra Work will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Extra Work shall be memorialized by a Change Order which may or may not precede an order of Extra Work.

B. For minor changes of Work not requiring changes to Contract Time or Contract Price, a Field Order may be issued by City.

11.05 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract

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Documents, as amended, modified, or supplemented as allowed herein, except in certain cases of an emergency as provided in Paragraph 7.17.A.

11.06 *Dispute of Extra Work*

A. Should a difference arise as to what does or does not constitute Extra Work, or as to the payment for such Extra Work, and the City requires its performance, the Contractor shall proceed with the Extra Work after making written request for a Change Order and shall keep accurate account of the actual reasonable cost thereof. Contract Claims regarding Extra Work shall be made pursuant to Paragraph 11.07.

B. The Contractor shall furnish the City such records of all deviations from the original Contract Documents as may be necessary to enable the City to prepare for permanent record a corrected set of plans showing the actual work performed.

C. The compensation agreed upon for Extra Work whether or not initiated by a Change Order shall be the full, complete and final payment for all charges, fees and costs Contractor incurs as a result of or relating to the Extra Work, whether said charges, fees or costs are known, unknown, foreseen or unforeseen at that time, including without limitation, any charges, fees or costs for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of the Extra Work.

11.07 *Contract Claims Process*

A. *City's Decision Required*: All Contract Claims, except those waived pursuant to Paragraph 14.08, shall be referred to the City for decision. A decision by City shall be required as a condition precedent to any exercise by Contractor of any rights or remedies he may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Contract Claims.

B. *Notice*:

1. Written notice stating the general nature of each Contract Claim shall be delivered by the Contractor to City no later than 15 days after the start of the event giving rise thereto. The responsibility to substantiate a Contract Claim shall rest with the party making the Contract Claim.

2. Notice of the amount or extent of the Contract Claim, with supporting data shall be delivered to the City no later than 45 days after the start of the event giving rise thereto (unless the City notifies Contractor in writing that City will allow additional time for Contractor to submit additional or more accurate data in support of such Contract Claim).

3. A Contract Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.08.

4. A Contract Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 11.09.

5. Each Contract Claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event.

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6. The City shall submit any response to the Contractor within 30 days after receipt of the Contractor's last submittal (unless in connection with the Contract Claim (unless Contractor allows the City additional time to submit a response).

C. *City's Action*: City will review each Contract Claim and, within 30 days after receipt of the last submittal of the Contractor unless action by City's Council is required, take one of the following actions in writing:

1. deny the Contract Claim in whole or in part;

2. approve the Contract Claim; or

3. notify the Contractor that the City is unable to resolve the Contract Claim if, in the City's sole discretion, it would be inappropriate for the City to do so. For purposes of further resolution of the Contract Claim, such notice shall be deemed a denial.

D. City's written action under this Paragraph 11.07 will be final and binding, unless City or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

E. No Contract Claim for an adjustment in Contract Price or Contract Time will be valid if not submitted in accordance with this Paragraph 11.07.

F. If the City fails to take any action pursuant to this Paragraph 11.07, the Contract Claim is considered to have been denied by the City.

11.08 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order.

B. TheThe value of any Work covered by a Change Order will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 12.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum or unit price (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.08.C.2), and shall include the cost of any secondary impacts that are foreseeable at the time of pricing the cost of Extra Work; or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum or unit price, then on the basis of the Cost of the Work (determined as provided in Paragraph 12.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.08.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

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a. For costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3, the Contractor's fee will be 15 percent except for:

1) rental fees for Contractor's own equipment; and

2) bonds and insurance;

b. For costs incurred under Paragraph 12.01.B.4, the Contractor's fee will be 5 percent;

1) Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.08.C.2.a and 11.08.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, in no case shall the cumulative total of fees paid be in excess of 25% of the Cost of the Work;

c. No fee will be payable on the basis of costs itemized under Paragraphs 12.01.B.5, 12.01.B.6, and 12.01.C;

d. The amount of credit to be allowed by Contractor to City for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

11.09 *Change of Contract Time*

A. The Contract Time may only be changed by a Change Order.

B. No extension of the Contract Time will be allowed under a Change Order for Extra Work or for claimed delay unless the Extra Work contemplated or claimed delay is shown to be on the critical path of the Project Schedule or Contractor can show by critical path method analysis how the Extra Work or claimed delay adversely affects the critical path.

C. Delay, disruption, and interference in the Work, and any related changes in Contract Time, are addressed in and governed by Paragraph 4.03.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted by the Contractor to reflect the effect of any such change.

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ARTICLE 12 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK; PLANS QUANTITY MEASUREMENT

12.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term "Cost of the Work" means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 12.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: The term, "Cost of the Work" means the sum of all costs, except those excluded in Paragraph 12.01.C, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work is covered by a Change Order, the costs reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work. Such costs shall be in amounts no higher than those calculated based on the prevailing wage rates contained in the Contract Documents, shall not include any of the costs itemized in Paragraph 12.01.C, and may include as applicable, but not be limited to the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Such employees shall include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs shall include, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours on Business Days, during Weekend Working Hours, or on a state or federal holiday observed by the City, shall be included in the above to the extent authorized by City.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith.

3. Rentals of all construction equipment and machinery and the parts thereof, whether rented from Contractor or others, in accordance with rental agreements approved in writing by City, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. and the Contract Documents. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

4. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City . Contractor shall deliver such bids to City, which will then determine, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 12.01 and Paragraph 11.08.C.

5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work and specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically included in the Contract.

6. Supplemental costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, and temporary office or facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations, excluding those taxes for which an exemption is available as described in Paragraph 7.12.

    d. Deposits lost for causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work, provided such losses and damages have resulted from causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of CityCity. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

    f. The cost of utilities, fuel, and sanitary facilities at the Site.

    g. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

    h. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically covered in the Contract. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the acts, omissions, negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Agreement will be determined as set forth in the Contract.
    b. for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as set forth in Paragraph 11.08.C.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.08.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 12, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices, and submit in a form acceptable to City an itemized cost breakdown together with supporting data. Subject to prior written notice, City will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by City. Contractor will be responsible for ensuring that pertinent Subcontractors will afford such access to City, and preserve such documents, to the same extent as is required of Contractor.

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12.02 *Allowances*

A. *Specified Allowance*: It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to City.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances, have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of City.

D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

12.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by City subject to the provisions of Paragraph 10.03.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Work described in the Contract Documents, or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items shall be considered incidental to Unit Price Work listed and the cost of incidental work included as part of the unit price.

D. Adjustments in Contract Price

1. City may make an adjustment in the Contract Price in accordance with Paragraph 11.08 if:

a. the quantity of the item of Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. there is no corresponding adjustment with respect to any other item of Work.

2. Adjusted unit prices will apply to all units of that item.

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E. Increased or Decreased Quantities: The City reserves the right to order Extra Work in accordance with Paragraph 11.04.

1. If the changes in quantities or the alterations do not significantly change the character of the Work under the Contract Documents, the altered Work will be paid for at the Contract unit price.

2. If the changes in quantities or alterations materially and significantly change the character of the Work, the Contract will be amended by a Change Order.

3. If no unit prices exist, thisany increase or decrease in quantities will be considered Extra Work and the Contract will be amended by a Change Order in accordance with Article 11.

4. A significant change in the character of Work occurs when:

a. the character of work for any Item as altered differs materially or significantly in kind or nature from that in the Contract; or

b. a Major Item of work varies by more than 25% from the original Contract quantity.

5. When the quantity of work to be done under any Major Item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

6. When the quantity of work to be done under any Major Item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

12.04 *Plans Quantity Measurement for Unclassified Excavation or Embankment*

A. Plans quantities may or may not represent the exact quantity of Work performed or material moved, handled, or placed during the term of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised in accordance with the Contract.

B. If the total actual quantity measured for an individual item varies by more than 25% (or as stipulated under "Price and Payment Procedures" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized Work done for payment purposes. The party to the Contract requesting the adjustment will provide field measurements and calculations showing the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 11.

C. When quantities are revised by a change in design approved by the City, by Change Order, or to correct an error, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount identified in the approved change, and the 25% variance provisions of Paragraph 12.04.B will apply to the new plans quantity.

D. If the total Contract quantity multiplied by the unit price bid for an individual Item is less than $250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the City and Contractor agree in writing to fix the final quantity as a plans quantity.

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E. For callout work or non-site specific Contracts, the plans quantity measurement requirements are not applicable.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Access to Work*

A. City and its Engineer, consultants, representatives, employees, and independent testing laboratories, and authorities having jurisdiction shall have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

13.02 *Tests and Inspections*

A. Contractor shall give City timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. If the Contract Documents or any Laws and Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish City the required certificates of inspection, testing or approval, except that those fees specifically identified in the Supplementary Conditions or any Texas Department of Licensure and Regulation (TDLR) inspections, which shall will be paid as described in the Supplementary Conditions.

C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections, tests, re-tests, and approvals required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to City;
2. to attain City's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City.

D. City may arrange for the services of an independent testing laboratory ("Testing Lab") to perform any inspections or tests ("Testing") for any part of the Work, as determined solely by City.

1. City will coordinate such Testing to the extent possible, with Contractor;

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2. Should any Testing under this Section 13.03.D result in a "fail", "did not pass" or other similar negative result, the Contractor shall be responsible for paying for any and all retests. Contractor's cancellation without cause of City initiated Testing shall be deemed a negative result and require a retest.

3. Any amounts owed for any retest under this Section 13.02.D shall be paid directly to the Testing Lab by Contractor. City will forward all invoices for retests to Contractor.

4. If Contractor fails to pay the Testing Lab, City will not issue Final Payment until the Testing Lab is paid.

E. If the Contract Documents require the Work (or part thereof) to be approved by City or another designated individual or entity, then Contractor shall assume full responsibility for seeking and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without the written approval of City, Contractor shall, if requested by City, uncover such Work for observation. Such uncovering and the recovering of such Work will be at Contractor's expense.

13.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *City's Authority*: City has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Written notice of all defective Work of which City has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if City has rejected the defective Work, shall remove the defective Work from the Project and replace it with Work that is not defective. Failure to require the removal of any defective Work shall not constitute acceptance of such Work.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair City's warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Contractor or City by governmental authorities because the Work is defective, and the costs of repair, replacement or reconstruction of work of others resulting from defective Work.

13.04 *Rejecting Defective Work*

A. City will have authority to reject Work which City believes to be defective or will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. City will have authority to conduct special inspection or testing

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of the Work as provided in this Article 13, whether or not the Work is fabricated, installed, or completed.

13.05 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to Final Acceptance, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of the Work so accepted.

13.06 *Uncovering Work*

A. City has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the Contract Documents or specific instructions of City and if requested by City, Contractor shall uncover such Work for City's observation, inspection or testing and then replace the covering, all at Contractor's expense.

C. If City considers it necessary or advisable that covered Work be observed by City or inspected or tested by others, then Contractor, at City's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as City may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). City shall be entitled to accept defective Work in accordance with Paragraph 13.05 and in such case Contractor shall still be responsible for all costs associated with exposing, observing, and testing defective Work.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an extension of the Contract Time to the extent directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

13.07 *City May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or Contractor fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been corrected or eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or any employee or agent of, any of them.

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13.08 *City May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from City to correct defective Work, or to remove and replace defective Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then City may, after providing 7 days' advance written notice to Contractor, correct or remedy any such deficiency.

B. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow CityCity, City's representatives, agents and employees, and City's other contractors access to the Site to enable City to exercise the rights and remedies under this Paragraph 13.08.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court, or arbitration or other dispute resolution costs) incurred or sustained by City in exercising the rights and remedies under this Paragraph 13.08 will be the responsibility of and will be charged against Contractor. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Paragraph 13.08.

ARTICLE 14 – PAYMENTS TO CONTRACTOR; COMPLETION; CORRECTION PERIOD

14.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Paragraph 2.03 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to City. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 12.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

1. Contractor is responsible for providing all information as required to become a vendor of the City.

2. At least 20 days before the date established in the General Requirements for each progress payment (but not more often than once a month), Contractor shall submit to City for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

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3. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) bill of sale, invoice, or purchase order payments, copies of cancelled checks or other documentation establishing full payment by Contractor for the materials and equipment; (b) at City's request, documentation warranting that City has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, or other arrangements to protect City's interest therein, all of which must be satisfactory to City.
4. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received on account of the Work by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
5. The amount of retainage with respect to progress payments will be as stipulated in the Contract Documents.

C. Review of Applications

1. City will, after receipt of each Application for Payment, either indicate in writing it will proceed to process the Application for Payment or return the Application to Contractor indicating reasons for refusing payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. City's processing of any payment requested in an Application for Payment will be based on City's observations of the executed Work, and on City's review of the Application for Payment and the accompanying data and schedules, that based City's actual knowledge:
    a. the Work has progressed to the point indicated; and
    b. the quality and/or quantity of the Work is generally in accordance with the Contract Documents (subject to any subsequent evaluations of the Work, an evaluation of the Work as a functioning whole prior to or upon Final Acceptance, the results of any subsequent tests or inspections called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraphs 10.05 and 12.03, and any other qualifications stated).
3. Processing any such payment will not thereby be deemed to have represented that:
    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
    b. there are no other matters or issues between the parties that might entitle Contractor to be paid additionally by City or entitle City to withhold payment to Contractor; or
    c. Contractor hashas complied with Laws and Regulations applicable to Contractor's performance of the Work.
4. City may refuse to process or pay the whole or any part of any payment because of subsequently discovered evidence or the results of subsequent inspections or tests, and

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may revise or revoke any such payment previously made, to such extent as may be necessary to protect City from loss because:

a. the Work is defective, or the completed Work has been damaged by the Contractor or his subcontractors, requiring correction or replacement;

b. there are discrepancies in quantities contained in previous applications for payment;

c. the Contract Price has been reduced by Change Orders;

d. City has been required to correct defective Work in accordance with Paragraph 1313.08, or has accepted defective Work pursuant to Paragraph 13.05;

e. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

f. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Retainage:

1. For all contracts, retainage shall be five percent (5%).

E. *Liquidated Damages*: For each calendar day that any work shall remain uncompleted after the time specified in the Contract Documents, the sum per day specified in the Agreement will be paid by the Contractor to the City, not as a penalty, but as liquidated damages suffered by the City. If feasible, the parties may agree to have the liquidated damages deducted from any amounts owned to Contractor by City instead of being paid directly to City by Contractor.

F. *Payment*: Contractor will be paid pursuant to the requirements of this Article 14 and payment will become due in accordance with the Contract Documents.

G. Reduction in Payment

1. City may refuse to make payment of the of the amount requested because:

a. Claims have been made against City based on Contractor's performance or furnishing of the Work, or City has incurred costs, losses, or damages resulting from Contractor's performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, or patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

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g. City has been required to correct defective Work in accordance with Paragraph 13.08, or has accepted defective Work pursuant to Paragraph 13.05;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones or Final Acceptance of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to City to secure the satisfaction and discharge of such Liens;

l. Other items entitle City to a set-off against the payment amount requested; or

m. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.

2. If City refuses to make payment of the amount requested, City will give Contractor written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, within a reasonable time after Contractor remedies the reasons for such action to the satisfaction of City and City has confirmed such action.

14.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to City no later than the time of payment free and clear of all Liens.

14.03 *Partial Utilization*

A. Prior to Final Acceptance of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City determines constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work. City at any time may notify Contractor in writing to of any such part of the Work which City determines to be ready for its intended use. In addition, City may request in writing that Contractor permit City to use or occupy any such part of the Work that City believes to be substantially complete, subject to the following conditions:

1. At any time, Contractor may notify City that Contractor considers any such part of the Work ready for its intended use.

2. Within a reasonable time after notification as enumerated in Paragraph 14.03, City and Contractor shall make an inspection of that part of the Work to determine its status of completion. If City does not consider that part of the Work to be substantially complete, City will notify Contractor in writing giving the reasons therefor.

3. Partial Utilization by City will not constitute Final Acceptance by City.

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14.04 *Final Inspection*

A. Upon written notice from Contractor that the entire Work is complete in accordance with the Contract Documents:

1. City will promptly schedule a Final Inspection with Contractor.

2. City will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. City reserves the right to deny request for Final Inspection if City determines that the entire Work is not sufficiently complete to warrant a Final Inspection.

14.05 *Final Acceptance*

A. Upon completion by Contractor to City's satisfaction, of any and all Work in accordance with the Contract Documents, including any corrections or additional Work identified in the Final Inspection and delivery of all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurances, certificates of inspection, annotated record documents and other required documents in accordance with the Contract Documents, City will issue to Contractor a letter of Final Acceptance.

14.06 *Final Payment*

A. Application for Payment

1. Upon receipt of a letter of Final Acceptance from City, Contractor may make application for Final Payment following the procedures for requesting payments in accordance with the Contract Documents.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 6.03;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to City free and clear of any Liens or other title defects or will so pass upon final payment.

d. a list of all Contract Claims or Damage Claims against City that Contractor believes are unsettled; and

e. affidavits of payments and complete and legally effective releases or waivers (satisfactory to City) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

B. Payment Becomes Due: The final payment requested by Contractor, less previous payments made and less any sum to which City is entitled, including but not limited to liquidated damages, will become due and payable:

1. After City's acceptance of the Application for Payment and accompanying documentation; and

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2. After all Damage Claims have been resolved:

   a. directly by the Contractor; or

   b. Contractor provides evidence that the Damage Claim has been reported to Contractor's insurance provider for resolution.

The making of the final payment by the City shall not relieve the Contractor of any guarantees or other requirements of the Contract that continue thereafter.

14.07 *Final Completion Delayed and Partial Retainage Release*

A. If final completion of the Work is significantly delayed, and if City so confirms, City may, upon receipt of Contractor's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by City for Work not fully completed or corrected is less than the retainage stipulated in Paragraph 14.01.D, and if bonds have been furnished as required in Paragraph 6.02, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to City with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Contract Claims.

B. *Partial Retainage Release*. If the Contract provides for separate establishment and maintenance periods and/or test and performance periods following the completion of all other construction in the Contract Documents for all Work locations, the City may release a portion of the amount retained provided that all other work is completed as determined by the City. Before the release, all submittals and final quantities must be completed and accepted for all other work. An amount sufficient to ensure Contract compliance will be retained.

14.08 *Waiver of Claims*

A. The acceptance of final payment will constitute a waiver and release by Contractor of all claims, rights, causes of action, or liabilities, including Contract Claims, against City arising out of, related to or under the Contract or for any act, omission or neglect of City.

14.09 *Correction Period*

A. If within two (2) years after the date of Final Acceptance (or such longer period of time as may be prescribed by the Contract Documents) any Work has been found to be defective, or Contractor's repair of any damages to the Site, adjacent areas, or areas made available for Contractor's use by City has been found to be defective, then after receipt of City's written notice of defect, Contractor shall promptly, without cost to City and in accordance with City's written instructions:

   1. correct the defective repairs to the Site or such adjacent areas, or areas made available for Contractor's use by City;

   2. correct such defective Work;

   3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by City, and

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4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. If Contractor does not promptly comply with the terms of City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected, repaired or removed and replaced under this Paragraph 14.09, the correction period hereunder with respect to such Work may be extended for an additional period of one year after the end of the initial correction period.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this Paragraph 14.09 are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *City May Suspend Work*

A. At any time and without cause, City may suspend the Work or any portion thereof by written notice to Contractor. City may fix the date on which Work will be resumed in such notice, and Contractor shall resume the Work on the date so fixed. During a temporary suspension of the Work covered by these Contract Documents, for any reason, the City will make no extra payment for stand-by time of construction equipment and/or construction crews.

B. Should the Contractor not be able to complete a portion of the Project due to causes beyond the control of and without the fault or negligence of the Contractor, and should it be determined by mutual consent of the Contractor and City that a solution to allow construction to proceed is not available within a reasonable period of time, Contractor may request an extension in Contract Time, directly attributable to any such suspension.

C. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way; Contractor shall take every precaution to prevent damage or deterioration of the work performed; and Contractor shall provide suitable drainage about the work, and erect temporary structures where necessary.

D. Contractor may be reimbursed for the cost of moving its equipment off the job and returning the necessary equipment to the job when it is determined by the City that construction may be resumed. Such reimbursement shall be based on actual cost to the Contractor of moving the

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equipment and no profit or overhead will be allowed. Reimbursement may not be allowed if the equipment is moved to another construction project for the City.

15.02 *City May Terminate for Cause*

A. The occurrence of any one or more of the following events by way of example, but not of limitation, may justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Project Schedule established under Paragraph 2.06 as adjusted from time to time pursuant to Paragraph 7.05);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract; or

3. Contractor's disregard of Laws and Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of City; or

5. Contractor's failure to promptly make good any defect in materials or workmanship, or defects of any nature, the correction of which has been directed in writing by the City; or

6. Substantial indication that the Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or for any other purpose; or

7. Substantial indication that the Contractor has become insolvent or bankrupt, or otherwise financially unable to perform the Work satisfactorily; or

8. Contractor commences legal action in a court of competent jurisdiction against the City.

B. If one or more of the events identified in Paragraph 15.02.A occurs, City will provide written notice to Contractor and Surety to arrange a conference with Contractor and Surety to address Contractor's failure to perform the Work. The conference shall be held not later than 15 days after receipt of notice. by both Contractor and surety.

1. If the City, the Contractor, and the Surety do not agree to allow the Contractor to proceed to perform the Contract, the City may, to the extent permitted by Laws and Regulations, declare a Contractor default and formally terminate the Contractor's right to complete the Contract. Contractor default shall not be declared earlier than 20 days after the Contractor and Surety have received notice of the conference to address Contractor's failure to perform the Work.

2. If Contractor's services are terminated, Surety shall be obligated to take over and perform the Work. If Surety does not commence performance thereof within 15 consecutive calendar days after date of an additional written notice demanding Surety's performance of its obligations, then City, without process or action at law, may take over any portion of the Work and complete it as described below.

a. If City completes the Work, City may exclude Contractor and Surety from the Site and take possession of the Work, and all materials and equipment stored at the Site

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or for which City has paid Contractor, but which are stored elsewhere, and the Work as City may deem expedient.

3. Whether City or Surety completes the Work, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by City, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to City. Such claims, costs, losses, and damages incurred by City will be incorporated in a Change Order, provided that when exercising any rights or remedies under this Paragraph 15.02, City shall not be required to obtain the lowest price for the Work performed.

4. Neither City, nor any of its respective consultants, agents, officers, elected or appointed officials, directors or employees shall be in any way liable or accountable to Contractor or Surety for the method by which the completion of the said Work, or any portion thereof, may be accomplished or for the price paid therefor.

5. City, notwithstanding the method used in completing the Contract, shall not forfeit the right to recover damages from Contractor or Surety for Contractor's failure to timely complete the entire Contract. Contractor shall not be entitled to any claim, counterclaim or offset on account of the method used by City in completing the Contract.

6. Maintenance of the Work shall continue to be Contractor's and Surety's responsibilities as provided for in the bond requirements of the Contract Documents or any special guarantees provided for under the Contract Documents or any other obligations otherwise under the Contract or prescribed by law.

C. Notwithstanding Paragraph 15.02.B, Contractor’s services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Contractor’s services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue, or any rights or remedies of City against Contractor or Surety. Any retention or payment of money due Contractor by City will not release Contractor from liability.

E. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.02, the termination procedures of that bond shall not supersede the provisions of this Article 15.

15.03 *City May Terminate for Convenience*

A. City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract, in whole or in part. Any termination shall be affected by giving notice of the termination to the Contractor specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective. Notice shall be deemed validly given if given in accordance with Paragraph 17.01.A.

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B. After a notice of termination, has been given, and except as otherwise directed by the City, the Contractor shall:

1. stop work under the Contract on the date and to the extent specified in the notice of termination;
2. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
3. terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by notice of termination;
4. transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:
    a. the fabricated or unfabricated parts, Work in progress, completed Work, supplies and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of the termination; and
    b. the completed, or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the City.
5. complete performance of such Work as shall not have been terminated by the notice of termination; and
6. take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the City has or may acquire the rest.

C. At a time not later than 30 days after the termination date specified in the notice of termination, the Contractor may submit to the City a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of in accordance with the Contract, exclusive of items the disposition of which has been directed or authorized by City.

D. Not later than 15 days after Contractor's submission of the certified list to City pursuant to Paragraph 15.03.C, the City shall accept title to such items, subject to verification of the list by the City upon removal of the items or,. If the items are stored, then City shall have 45 days after submission of the list, to verify the list submitted and accept title to such items. Any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

E. Not later than 60 days after the notice of termination has been given, the Contractor shall submit hisits termination claim to the City in the form and with the certification prescribed by the City. Unless an extension request is made in writing within such 60-day period by the Contractor, and granted by the City, any and all such claims of Contractor that are not submitted to City within such 60-day period shall be conclusively deemed waived.

F. Should a termination claim be timely submitted to the City, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead

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and profit on such Work calculated and determined in accordance with the Contract Documents;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses calculated and determined in accordance with the Contract Documents; and

3. reasonable expenses directly attributable to reasonable and necessary wind-down and termination activities, without any overhead or profit.

G. In the event of the failure of the Contractor and City to agree upon the whole amount to be paid to the Contractor by reason of the termination of the Work, the City shall determine, on the basis of information submitted and available to it, the amount, if any, due to the Contractor by reason of the termination and City shall pay to the Contractor the amounts so determined. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of, related to or resulting from such termination.

ARTICLE 16 – RESOLUTION OF DISPUTES

16.01 *Methods and Procedures*

A. Either City or Contractor may request mediation of any Contract Claim submitted for a decision under Paragraph 11.07 before such decision becomes final and binding. The request for mediation shall be submitted to the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 11.07.E.

B. City and Contractor shall participate in the mediation process in good faith. The process shall be commenced within 60 calendar days of filing of the request.

C. The parties shall agree on a mediator; however, if they cannot agree within 14 calendar days then the Denton County Alternative Dispute Resolution Program ("DCAP") shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party, or the mediator, states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. All costs of mediation shall be borne equally by the parties.

D. All communications, both written and oral, during Phases A and B are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

E. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

F. If the Contract Claim is not resolved by mediation, City's action under Paragraph 11.07.C or a denial pursuant to Paragraphs 11.07.C.3 or 11.07.D shall become final and binding 30 days after termination of the mediation unless, within that time period, City or Contractor:

1. elects in writing to invoke any other dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Contract Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Contract Claim to a court of competent jurisdiction as set forth within the Contract Documents.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice, it will be deemed to have been validly given if delivered:

1. in person, by a commercial courier service or otherwise, if to City, to the duly authorized representative of City identified in the Contract Documents or to City's Project Manager or, if to Contractor, to a member of the firm or to an officer of the corporation for whom it is intended; or

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient.

17.02 *Computation of Time*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day that is a state or federal holiday observed by the City, the next Business Day shall become the last day of the period.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws and Regulations, in equity, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph 17.03 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Limitation of Damages*

A. With respect to any and all claims, disputes subject to final resolution, and other matters at issue, neither City, nor any of its officers, directors, elected or appointed officials, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project. Further, the Contractor may only claim and the City may only be liable for those damages that are set forth in Subchapter I, Chapter 271 of the Texas

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Local Government Code and the City shall not be liable for any consequential damages, exemplary damages or damages for unabsorbed home office overhead.

17.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

B. The City has not waived its sovereign immunity except as expressly set forth in Subchapter I, Chapter 271 of the Texas Local Government Code or as expressly waived by other statute.

17.06 *Survival of Obligations*

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and Final Acceptance of the Work or termination of the Contract or of the services of Contractor.

17.07 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.08 *Successors and Assigns*

A. City and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.09 *Governing Law*

A. The Contract shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.

17.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

SECTION 00 73 01

SUPPLEMENTARY CONDITIONS - CSP
TO
GENERAL CONDITIONS

Supplementary Conditions

These Supplementary Conditions modify and supplement Section 00 72 00 - General Conditions, and other provisions of the Contract Documents as indicated below. All provisions of the General Conditions that are modified or supplemented remain in full force and effect as so modified or supplemented. All provisions of the General Conditions which are not so modified or supplemented remain in full force and effect.

Defined Terms

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions, unless specifically noted herein.

Modifications and Supplements

The following are instructions that modify or supplement specific paragraphs in the General Conditions and other Contract Documents.

SC-1.01 "Defined Terms"

The following Terms listed in the General Conditions are modified as follows:

Bid – See Proposal.

Bidder – See Offeror.

Bidding Documents – See Proposal Documents.

Bidding Requirements – See Proposal Requirements.

The following Terms are added to the General Conditions as follows:

Competitive Sealed Proposals – A procurement method by which a governmental entity requests proposals, evaluates and ranks the Offerors, and negotiates a contract with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.

Daily Value – The City-determined value in dollars as indicated in the Proposal Form as the value of one Day for the purposes of determining the Incentive (if applicable) for Substantial Completion relative to the Contract Time and achievement of Substantial Completion.

Offeror – The individual or entity that submits a Proposal directly to City.

Proposal – The offer or proposal of an Offeror submitted in accordance with the requirements set forth in the Instructions to Offerors.

Proposal Documents – The Proposal Requirements and the Proposed Contract Documents.

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

Proposal Requirements – The Advertisement or Invitation to Offerors, Instructions to Offerors, Offeror's Bond or other Proposal security, if any, the Proposal Form, and the Proposal with any attachments.

Substantial Completion – The completion of the Work necessary for the project to function as it was intended pursuant to the Contract Documents and as specified below, to the reasonable satisfaction of the City. The date of Substantial Completion shall be memorialized by written notice given by the City to the Contractor.

SC-5.01A, "Availability of Lands"

Easement limits shown on the Drawing are approximate and were provided to establish a basis for proposals. Upon receiving the final easements descriptions, Contractor shall compare them to the lines shown on the Contract Drawings.

5.01A., City Property Available for a Concrete Batch Plant

The following location is available for a Concrete Batch Plant:

PARCEL NUMBER	ADDRESS	LOCATION
334545	4111 Vintage Blvd	Behind Denton PD Substation Accessible from Bonnie Brae (see exhibit APPENDIX GC 5.01A)

The Contractor understands and agrees that use of the existing batch plant pad site, owned by the City of Denton is subject to the requirements of City Specifications 41 14 00 – Batching Equipment, as well as the following:

Pre-construction video of site
Maintain clean access area (street sweeping as needed)
No project spoil piles
Lock/Secure site when not in use
Prohibit fully loaded trucks on Old Bonnie Brae Rd (see exhibit APPENDIX GC 5.01A)

5.01A.1, Outstanding Right-Of-Way, and/or Easements to Be Acquired

The following is a list of known outstanding right-of-way, and/or easements to be acquired, if any as of April 10, 2023:

PARCEL NUMBER	OWNER	TARGET DATE OF POSSESSION
None		

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

If Contractor considers the final easements provided to differ materially from the representations on the Contract Drawings, Contractor shall within five (5) Business Days and before proceeding with the Work, notify City in writing associated with the differing easement line locations.

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

SC-5.01A.2, Utilities or obstructions to be removed, adjusted, and/or relocated

The following is list of utilities and/or obstructions that have not been removed, adjusted, and/or relocated as of April 10, 2023:

EXPECTED OWNER	UTILITY AND LOCATION	TARGET DATE OF ADJUSTMENT
KCS Railroad	At Grade Panels & Signals	TBD-Will coordinate w/road work
En-Link Gas	Lowering/relocations of 3 & 4 inch gas lines	Q3-2023

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

SC-5.03A., "Subsurface and Physical Conditions"

The following are reports of explorations and tests of subsurface conditions at the site of the Work:

A Geotechnical Report No. 1703; dated February 22,2012, prepared by Landtec Engineers, a sub-consultant of Graham Associates, Inc., a consultant of the City, providing additional information on the pavement design and geotechnical borings and report for the project. (see APPENDIX)

The following are drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site of the Work:
None

SC-5.05 A., "Underground Facilities

The following are additional resources for identification of Underground Facilities which are at or contiguous to the site of the Work, and which are not necessarily shown in the Drawings:

Atmos gas construction plans designed by Half Truex
Enlink Gas Construction Plans
Oncor Electric Pole relocations
Grande Communications near FM 1515
DME Underground construction near UNT
North South Water Phase 2 – 36 & 42-Inch Water Transmission Main

SC-5.06A., "Hazardous Environmental Conditions at Site"

The following are reports and drawings of existing hazardous environmental conditions known to the City:
None

SC-6.02, "Performance, Payment, and Maintenance Bonds"

The "Contract Price" for Performance, Payment, and Maintenance Bonds will be the same as indicated in Article 3 as listed in the Agreement.

SC-6.03A., "Certificates of Insurance"

The entities listed below are "additional insureds as their interest may appear" including their respective officers, directors, agents and employees.

(1) City
(2) Consultant: None

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

(3) Other: KSC Railroad; University of North Texas (UNT) specifically the portion of work related to the Electrical Duct Bank installation on UNT property

SC-6.04A., "Contractor's Insurance"

The limits of liability for the insurance required by Paragraph GC-6.04 shall provide the following coverages for not less than the following amounts or greater where required by laws and regulations:

6.04A. Workers' Compensation, under Paragraph GC-6.04A.

Statutory limits
Employer's liability
$500,000 each accident/occurrence
$500,000 Disease - each employee
$500,000 Disease - policy limit

SC-6.04B., "Contractor's Insurance"

6.04B. Commercial General Liability, under Paragraph GC-6.04B. Contractor's Liability Insurance under Paragraph GC-6.04B., which shall be on a per project basis covering the Contractor with minimum limits of:

$2,000,000 each occurrence
$4,000,000 aggregate limit

The policy shall include endorsement CG2503 Amendment of limits (designated project or premises) in order to extend the policy's limits specifically to the project in question.

The Commercial General Liability Insurance policies shall provide "X", "C", and "U" coverages. Verification of such coverage must be shown in the Remarks Article of the Certificate of Insurance.

The Completed Operations coverage must be maintained for a minimum of one (1) year after final completion and acceptance of the Work, with evidence of same filed with the City of Denton.

SC 6.04C., "Contractor's Insurance"

6.04C. Automobile Liability, under Paragraph GC-6.04C. Contractor's Liability Insurance under Paragraph GC-6.04C., which shall be in an amount not less than the following amounts:

(1) **Automobile Liability** - a commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

$1,000,000 each accident on a combined single limit basis

SC-6.04E., "Contractor's Insurance"

The Contractor's construction activities will require its employees, agents, subcontractors, equipment, and material deliveries to cross railroad properties and tracks, or perform work within 25 feet of the center line of tracks owned and operated by KSC Railroad.

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

The Contractor shall conduct its operations on railroad properties in such a manner as not to interfere with, hinder, or obstruct the railroad company in any manner whatsoever in the use or operation of its/their trains or other property. Such operations on railroad properties may require that Contractor to execute a "Right of Entry Agreement" with the particular railroad company or companies involved, and to this end the Contractor should satisfy itself as to the requirements of each railroad company and be prepared to execute the right-of-entry (if any) required by a railroad company. The requirements specified herein likewise relate to the Contractor's use of private and/or construction access roads crossing said railroad company's properties.

The Contractual Liability coverage required by Paragraph 5.04D of the General Conditions shall provide coverage for not less than the following amounts, issued by companies satisfactory to the City and to the Railroad Company for a term that continues for so long as the Contractor's operations and work cross, occupy, or touch railroad property:

(1) General Aggregate: $6,000,000

(2) Each Occurrence: $2,000,000

_X_ Required for this Contract ___ Not required for this Contract

With respect to the above outlined insurance requirements, the following shall govern:

1. Where a single railroad company is involved, the Contractor shall provide one insurance policy in the name of the railroad company. However, if more than one grade separation or at-grade crossing is affected by the Project at entirely separate locations on the line or lines of the same railroad company, separate coverage may be required, each in the amount stated above.

2. Where more than one railroad company is operating on the same right-of-way or where several railroad companies are involved and operated on their own separate rights-of-way, the Contractor may be required to provide separate insurance policies in the name of each railroad company.

3. If, in addition to a grade separation or an at-grade crossing, other work or activity is proposed on a railroad company's right-of-way at a location entirely separate from the grade separation or at-grade crossing, insurance coverage for this work must be included in the policy covering the grade separation.

4. If no grade separation is involved but other work is proposed on a railroad company's right-of-way, all such other work may be covered in a single policy for that railroad, even though the work may be at two or more separate locations.

No work or activities on a railroad company's property to be performed by the Contractor shall be commenced until the Contractor has furnished the City with an original policy or policies of the insurance for each railroad company named, as required above. All such insurance must be approved by the City and each affected Railroad Company prior to the Contractor's beginning work.

The insurance specified above must be carried until all Work to be performed on the railroad right-of-way has been completed and the grade crossing, if any, is no longer used by the Contractor. In addition, insurance must be carried during all maintenance and/or repair work performed in the railroad right-of-way. Such insurance must name the railroad company as the insured, together with any tenant or lessee of the railroad company operating over tracks involved in the Project.

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

SC 6.04F., "Environmental Impairment/Pollution"

Environmental Impairment/Pollution Insurance to include coverage for the handling, receiving, dispensing, removal, storage, testing, transportation, disposal, discharge, dispersal release or escape of any hazardous material into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including ground water, with a minimum combined bodily injury (including death) and property damage limit of *$2,000,000* per occurrence to be obtained upon substantial completion and acceptance of facility by the City.

SC-7.08C., "Concerning Subcontractors and Suppliers"

The following subcontractors shall be required to be utilized by the Contractor for specific portions of the Work as indicated below:

Required Subcontractors

SUBCONTRACTOR COMPANY NAME	DESCRIPTION OF WORK TO BE PERFORMED
None	

SC-7.11., "Permits and Utilities"

SC-7.11A., "Contractor obtained permits and licenses"

The following are known permits and/or licenses required by the Contract to be acquired by the Contractor:

KCS Railroad:

1. A Right of Entry (ROE) will be required prior to the Contractor performing any of its work within 50 feet of the nearest rail. Information and ROE application can be obtained by contacting:

Denise Case
Jones Lang LaSalle Americas, Inc.
(817) 230-2614 – Office
Denise.case@am.jll.com

David Miller
Jones Lang LaSalle Americas, Inc.
(817) 554-5057 - Office
David Miller@jll.com

https://jllrpg.360works.com/fmi/webd/rpo_web_kcs.fmp12

2. Whenever the Contractor or its personnel or equipment are within fifty feet (50') on either side of the centerline of track, their activities shall be attended by an approved railroad flagman. Work within the KSC ROW shall be performed as required by the KSC permit.

SC-7.11B. "City obtained permits and licenses"

The following are known permits and/or licenses required by the Contract to be acquired by the City:

1. Permit for FEMA CLOMR for 2 stream crossings
2. Permit for USACE for project 2 stream crossings
3. Permit for KCS Railroad Street Crossing
4. Permit for KCS Railroad Sanitary Sewer Crossing and grading on Tributary stream

SC-7.11C. "Outstanding permits and licenses"

The following is a list of known outstanding permits and/or licenses to be acquired, if any as of April 10, 2023:

Outstanding Permits and/or Licenses to Be Acquired

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

OWNER	PERMIT OR LICENSE AND LOCATION	TARGET DATE OF POSSESSION
None		

SC-7.24B., "Title VI, Civil Rights Act of 1964 as amended"

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive proposals or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontactor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by City or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City, or the Texas Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, City shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

    a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
    b. cancellation, termination or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as City or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request City to enter into

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such litigation to protect the interests of City, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Additional Title VI requirements can be found in the Appendix.

SC-8.02., "Coordination"

The individuals or entities listed below have contracts with the City for the performance of other work at the Site:

Vendor	Scope of Work	Coordination Authority
ENLINK GAS and/or their assigns	*Lowering & relocation of gas lines*	*Justin Bolles*
KCS Railroad	*Widening tracks at crossing*	*Chris Ashley*

SC-9.01, "Communications to Contractor"

None

SC-10.01B., "City's Project Manager"

The City's Project Manager for this Contract is Robin Davis, or her successor pursuant to **written notification from the City Engineer.**

SC-13.02B., "Tests and Inspections"

None

SC-14.01G, "Reduction in Payment"

Add Paragraph 14.01G.3:

3. *City may reduce payments to the Contractor, if the number of Days that have passed after the date listed on the Notice to Proceed exceeds the Contract Time for Substantial Completion.*

SC-16.01C.1, "Methods and Procedures"

None

SC – 17.01, "Documents"

Any documents submitted to the City in electronic format shall be considered equivalent to an original of such document.

END OF SECTION

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1 **SECTION 00 35 14**

2 CONFLICT OF INTEREST AFFIDAVIT - CSP

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

1 **Name of vendor who has a business relationship with local governmental entity.** Sundt Construction, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 _____ 5.24.2023
Signature of vendor doing business with the governmental entity Date

3 **END OF SECTION**

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Docusign Transmittal Coversheet

File Name	8094 Bonnie Brae 3 Widening CO#1
Purchasing Contact	Cori Power
Contract Expiration	N/A

DS
LH

DocuSign Envelope ID: D3A756DB-956F-4C85-A2F5-98283E9482D2

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N. Elm Street
Denton, TX 76201
Robin Davis, Project Manager

Contractor: Sundt Construction, Inc.
8445 Freeport Pkwy Suite 240
Irving, TX 75063
Chris Bailey

Proj: **Bonnie Brae Phase 3 Widening & Reconstruction** CHANGE ORDER NO. 1
IFB# 8094-1 ENG/PMO# 880006-3 PO# 205669

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	4/15/2026	4/15/2026

Contract BID Amount:	$ 38,398,900.45	Prior Approved Other Funded CO's:	$ -
5% Contingency Amount:	$ 1,919,945.02	Current Contract Amount w CO's:	$ 38,398,900.45
Total NTE Amount :	$ 40,318,845.47	This CO Other Funding Request:	$ -
Prior Approved CAA's:	$ -	Total Change Request:	**$ 44,157.00**
Available Contingency:	$ 1,919,945.02		
This CAA Request:	$ 44,157.00	Orig Contract Days: 912	This CO Days Request: 0
Contingency Remaining:	$ 1,875,788.02	Approved CO Days: 0	New Contract Days: 912

PROJECT SCOPE AND REASON FOR CHANGE

Description of work included in Contract:	Widen and reconstruct Bonnie Brae Phase 3 from FM1515/Airport Road to Roselawn Drive from a 2-lane rural roadway to a 4-lane divided urban street section. Includes drainage, water & wastewater improvements.
Reason for Change:	Corrections to quantities vetted through the submittal process Removal of Contraflow Equipment

CONTINGENCY USE ALLOWANCE (CUA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
109	33 14 17	WATER SERVICE	EA	11	9	$ 5,400.00	$ 48,600.00
139	33 05 07	36" STEEL CASING BY BORE (5/8" THICK)	LF	110	100	$ 3,200.00	$ 320,000.00
136	33 05 62	5' DIA. MANHOLE OVER EXIST. SEWER LINE (P	EA	2	-1	$ 26,000.00	$ (26,000.00)
137	33 05 62	5' DIA. DROP MANHOLE (PRE-CAST)	EA	2	1	$ 30,000.00	$ 30,000.00
89	02 41 14	REMOVE EXISTING SET's/HEADWALLS	EA	5	8	$ 2,500.00	$ 20,000.00
79	33 42 23	Connect RCP to Headwall	EA	3	-3	$ 2,500.00	$ (7,500.00)
154	34 41 50	ALUM SIGNS 18" X 18" LANE USE	EA	14	-14	$ 372.00	$ (5,208.00)
162	26 05 19	TRAF SIG CABLES 5C #14 AWG	LF	2494	-2494	$ 2.50	$ (6,235.00)
164	34 41 21	STEEL POLE STR ASSEMBLY 34' TY D	EA	8	-8	$ 14,000.00	$ (112,000.00)
191	34 41 10	LANE USE SIGNAL 16" X 16" 2 IND	EA	5	-5	$ 6,500.00	$ (32,500.00)
192	34 41 10	LANE USE SIGNAL 16" X 16" 3 IND	EA	17	-17	$ 7,900.00	$ (134,300.00)
193	34 41 10	LANE USE SIGNAL 30" X 30" 1 IND	EA	5	-5	$ 6,700.00	$ (33,500.00)
194	34 41 10	LANE USE SIGNAL 30" X 30" 2 IND	EA	4	-4	$ 4,300.00	$ (17,200.00)
					TOTAL CUA QTY CHANGES:		$44,157.00

NEW ITEMS OF WORK - N/A

Contingency funds are used at City's discretion per contract spec language TOTAL CUA NEW ITEMS: $0.00

OTHER FUNDED CONTRACT CHANGES (CO) - N/A

TOTAL CO AMOUNT: $44,157.00

Bonnie Brae Phase 3
Widening & Reconstruction

Original BID/Contract Amount:	$ 38,398,900.45
Original Not To Exceed Amount:	$ 40,318,845.47
Total CUA's:	$ 44,157.00
Total CO's:	$ -
Revised Contract Amount:	**$ 38,443,057.45**
% of CUA Approved To-Date:	2.30%
Total Changes over Original Bid:	**0.11%**
Percent Changes over NTE:	0.11%

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Signatory Lines will be updated by Purchasing if required

SUBMITTED BY:

DocuSigned by:
Robin Davis
178071FDEE945C...
Robin Davis, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS

DocuSigned by:
Trevor Crain
7B46FEAB11BC4F2...
Trevor Crain, Director of Capital Projects

ACCEPTED BY CONTRACTOR: Holly Horsak Sr. Project Manager
Name, Title

DocuSigned by:
Holly Horsak
B20E226A08C24FF...
Signature

PURCHASING:

DocuSigned by:
Cori Power 6/17/2024
5F1EE1663E7B4FE...
Signature

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DocuSign Transmittal Coversheet

File Name	8094-1 BB Phase 3 Change Order 2
Purchasing Contact	Erica Garcia

DS

Docusign Envelope ID: 49CBD72F-53C5-4814-BCBB-30B8151A288B

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N. Elm Street
Denton, TX 76201
Robin Davis, Project Manager

Contractor: Sundt Construction, Inc.
8445 Freeport Pkwy Suite 240
Irving, TX 75063
Chris Bailey

Proj: **Bonnie Brae Phase 3 Widening & Reconstruction** CHANGE ORDER NO. **2**
IFB# 8094-1 ENG/PMO# 880006-3 PO# 205669

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	4/15/2026	4/15/2026

Contract BID Amount:	$ 38,398,900.45	Prior Approved Other Funded CO's:	$ -
5% Contingency Amount:	$ 1,919,945.02	Current Contract Amount:	$ 38,443,057.45
Total NTE Amount :	$ 40,318,845.47	This CO Other Funding Request:	$ -
Prior Approved CUA's:	$ 44,157.00	Total Change Request:	**$ 365,742.00**
Available Contingency:	$ 1,875,788.02		
This CUA Request:	$365,742.00	Orig Contract Days: 912	This CO Days Request: 0
Contingency Remaining:	$ 1,510,046.02	Approved CO Days: 0	New Contract Days: 912

PROJECT SCOPE AND REASON FOR CHANGE

Description of work included in Contract: Widen and reconstruct Bonnie Brae Phase 3 from FM1515/Airport Road to Roselawn Drive from a 2-lane rural roadway to a 4-lane divided urban street section. Includes drainage, water & wastewater improvements.

Reason for Change:
- Quantities required not included in project plans
- Removal of Contraflow Equipment missed in CO#1
- Field changes due to utility conflicts including changing location of bore under KSC RR
- Additional items & work requested by Water Utilities to tie-in to new work at I-35 widening + 11 days

CONTINGENCY USE ALLOWANCE (CUA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
5	32 93 00	TOPSOIL NATIVE	SY	28566	600	$ 3.25	$ 1,950.00
6	32 93 00	BLOCK SODDING	SY	17718	600	$ 6.50	$ 3,900.00
10	02 41 15	REMOVE EXISTING CONCRETE PAVING	SY	5759	44	$ 20.00	$ 880.00
148	34 41 24	DRILL SHAFT 36 IN (TY A OR TY B)	LF	136	-122	$ 600.00	$ (73,200.00)
150	26 05 33	CONDUIT 2" PVC	LF	689	-94	$ 25.50	$ (2,397.00)
151	26 05 33	CONDUIT 3" PVC	LF	2451	-2110	$ 28.50	$ (60,135.00)
152	26 05 33	CONDUIT 4" PVC	LF	1126	-818	$ 31.50	$ (25,767.00)
153	26 05 19	ELEC CONDR #4 POWER	LF	1050	-231	$ 3.60	$ (831.60)
154	26 05 19	ELEC CONDR #6 POW 86	LF	86	-34	$ 2.55	$ (86.70)
155	26 05 35	GROUND BOXES TY CBX	EA	18	-6	$ 2,200.00	$ (13,200.00)
156	26 05 00	ELEC SERVICE	EA	3	-1	$ 9,000.00	$ (9,000.00)
158	34 41 21	INST HWY TRAF SIG	EA	3	-1	$ 22,000.00	$ (22,000.00)
163	26 05 19	TRAF SIG CABLES 21C #14 AWG	LF	7253	-6356	$ 7.50	$ (47,670.00)
166	26 05 19	TRAF SIG CABLES 3C #16 CCTV	LF	246	-56	$ 3.50	$ (196.00)
177	34 41 27	CONTROLLER, CABINET, BASE, & FDN	EA	3	-1	$ 27,500.00	$ (27,500.00)
124	33 05 05	TRENCH SAFETY (DEPTH 0-10 FT)	LF	3131	-3	$ 6.00	$ (18.00)
133	33 31 14	24" SDR 26 SEWER LINE	LF	4200	-3	$ 405.00	$ (1,215.00)
135	33 31 16	4" SEWER SERVICE	EA	9	3	$ 8,400.00	$ 25,200.00
142	33 05 07	36" STEEL CASING BY BORE (5/8" THICK)	LF	110	95	$ 3,200.00	$ 304,000.00
145	33 05 62	5' EXTRA DEPTH MANHOLE	VF	194	-11	$ 660.00	$ (7,260.00)
						TOTAL CUA EXISTING ITEMS:	**$45,453.70**

NEW ITEMS OF WORK

326	32 01 29	High Early Strength Concrete Main Stad Dr.	SY	0	76	$ 15.93	$ 1,210.68
327	33 05 62	SS MH Install Temp By-Pass STA 170+32.15	LS	0	1	$ 24,534.22	$ 24,534.22
328	33 14 146	Added Bends to avoid exist Water MH (Line E)	LS	0	1	$ 12,568.07	$ 12,568.07

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329		Costs related utitlity conflict delays	LS	0	1	$ 78,750.00	$ 78,750.00
330	33 31 16	SS connection for house not shown on plans	LS	0	1	$ 13,061.85	$ 13,061.85
331	02 41 14	Rmv conc. headwall for install of SS Line A STA 203+60	LS	0	1	$ 19,607.89	$ 19,607.89
332	32 17 23	4" WH Parking Lot Stripe	LF	0	267	$ 1.53	$ 408.51
333	32 17 23	4" Yell Parking Lot Stripe CH	EA	0	2	$ 202.32	$ 404.64
334	32 17 23	Handicap Parking Symbol BLU	EA	0	4	$ 176.41	$ 705.64
335	32 17 23	6" RD FIRE LANE Parking Lot Stripe	LF	0	600	$ 1.59	$ 954.00
336	33 14 10	16" Ductile Iron Pipe, fittings & connections	LS	0	1	$ 168,082.80	$ 168,082.80
Contingency funds are used at City's discretion per contract spec language						**TOTAL CUA NEW ITEMS:**	**$320,288.30**

OTHER FUNDED CONTRACT CHANGES (CO) - N/A

TOTAL CHANGE AMOUNT: $365,742.00

Bonnie Brae Phase 3
Widening & Reconstruction

Original BID/Contract Amount:	$	38,398,900.45
Original Not To Exceed Amount:	$	40,318,845.47
Total CUA's:	$	409,899.00
Total CO's:	$	-
Revised Contract Amount:	**$**	**38,808,799.45**
% of CUA Approved To-Date:		21.35%
Total Changes over Original Bid:		**1.07%**
Percent Changes over NTE:		1.02%

THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY,
IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

SUBMITTED BY:

Signed by: Robin Davis
1786071FDEE947C...
Robin Davis, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS

Signed by: Trevor Crain
7B46EEAB11BC4E2...
Trevor Crain, Director of Capital Projects

ACCEPTED BY CONTRACTOR: Holly Horsak Sr. Project Manager
Name, Title

DocuSigned by: Holly Horsak
B20E226A98C24EE...
Signature

PURCHASING:

DocuSigned by: Erica Garcia
CE56114ADB9747A...
Signature

ORDINANCE NO. 25-640

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 3 TO THE CONTRACT BETWEEN THE CITY OF DENTON AND SUNDT CONSTRUCTION, INC., FOR THE BONNIE BRAE PHASE 3 WIDENING AND RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (CSP 8094-1 – CHANGE ORDER NO. 3 IN THE NOT-TO-EXCEED AMOUNT OF $2,388,362.16, FOR A TOTAL CONTRACT AWARD AGGREGATED TO $42,707,207.63).

WHEREAS, on August 15, 2023, by Ordinance No. 23-1524, the City Council awarded a contract to Sundt Construction, Inc., in the amount of $40,318,845.47, for the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department; and

WHEREAS, on June 17, 2024, Purchasing awarded a Change Order No. 1 between the City of Denton and Sundt Construction, Inc., in the amount of $44,157.00; and

WHEREAS, on December 9, 2024, Purchasing awarded a Change Order No. 2 between the City of Denton and Sundt Construction, Inc., in the amount of $365,742.00; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the Staff having recommended, and the City Manager having recommended to the Council that a change order be authorized to amend such contract agreement with respect to the scope of work and an increase in the payment amount; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Change Order No. 3, increasing the amount of the contract between the City and Sundt Construction, Inc., which is on file in the office of the Purchasing Agent, in the amount of Two Million Three Hundred Eighty-Eight Thousand Three Hundred Sixty-Two and 16/100 ($2,388,362.16) dollars, is hereby approved and the expenditure of funds therefore is hereby authorized in accordance with said change order. The total purchase order amount increases to 42,707,207.63.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Jill Jester and seconded by Joe Holland. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Paul Meltzer, District 3:	✓			
Joe Holland, District 4:	✓			
Brandon Chase McGee, At Large Place 5:	✓			
Jill Jester, At Large Place 6:	✓			

PASSED AND APPROVED this the 15th day of April, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

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Docusign City Council Transmittal Coversheet

RFP	8094-1
File Name	Bonnie Brae Phase 3 CO#3
Purchasing Contact	Cori Power
City Council Target Date	APRIL 15, 2025
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	25-640

DS
LH

Docusign Envelope ID: 0799EC5B-FFC3-4B76-A9CB-CE6C0B7BA9E3

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N. Elm Street
Denton, TX 76201
Robin Davis, Project Manager

Contractor: Sundt Construction, Inc.
8445 Freeport Pkwy Suite 240
Irving, TX 75063
Holly Horsak

Proj: **Bonnie Brae Phase 3 Widening & Reconstruction** CHANGE ORDER NO. **3**
IFB# 8094-1 ENG/PMO# 880006-3 PO# 205669

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	4/15/2026	11/11/2026

Contract BID Amount:	$ 38,398,900.45	Prior Approved Other Funded CO's:	$ -
5% Contingency Amount:	$ 1,919,945.02	Current Contract Amount:	$ 38,808,799.45
Total NTE Amount :	$ 40,318,845.47	This CO Other Funding Request:	**$ 2,388,362.16**
Prior Approved CUA's:	$ 409,899.00	Total Change Request:	**$ 3,389,100.11**
Available Contingency:	$ 1,510,046.02		
This CUA Request:	**$ 1,000,737.95**	Orig Contract Days: 912	This CO Days Request: 210
Contingency Remaining:	$ 509,308.07	Approved CO Days: 0	New Contract Days: 1122

PROJECT SCOPE AND REASON FOR CHANGE

Description of work included in Contract: Widen and reconstruct Bonnie Brae Phase 3 from FM1515/Airport Road to Roselawn Drive from a 2-lane rural roadway to a 4-lane divided urban street section. Includes drainage, water & wastewater improvements.

Reason for Change: Costs related to the delay of the Enlink gas line relocation and abandonment of the existing line in the path of the future alignment of Bonnie Brae between Parvin and Roselawn. The City began negotiating with Enlink in 2020. Terms were not agreed upon until after Sundt was issued a Notice To Proceed. Enlink completed their relocation and abandonment efforts on October 28, 2024. The decision to move forward with bidding and NTP for construction of the roadway was based on the city's need to meet TxDOT's I-35 Merge project schedule. Total delay was 377 days from the 10.16.2023 NTP.

CONTINGENCY USE ALLOWANCE (CUA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
34	34 71 13	Traffic Control	MO	30	11	$ 25,000.00	$ 275,000.00
36	34 71 13	Message Boards (2 count)	WK	90	44	$ 280.00	$ 12,320.00
						TOTAL CUA EXISTING ITEMS:	**$287,320.00**

NEW ITEMS OF WORK

347		SWPPP Maintenance	MO	0	11	$ 8,517.85	$ 93,696.30
340		Craft Labor & Equip Escalation	LS	0	1	$ 240,961.57	$ 240,961.57
341		Material Escalation	LS	0	1	$ 310,401.96	$ 310,401.96
342		Subcontractor Escalation	LS	0	1	$ 10,920.00	$ 10,920.00
344		Re-Clearing of Culvert A Area	LS	0	1	$ 6,994.50	$ 6,994.50
346		Street Sweeping	MO	0	11	$ 4,585.78	$ 50,443.62
Contingency funds are used at City's discretion per contract spec language						**TOTAL CUA NEW ITEMS:**	**$713,417.95**

OTHER FUNDED CONTRACT CHANGES (CO)

337		General Conditions (Staff/Overhead)	LS	0	1	$ 2,224,534.14	$ 2,224,534.14
338		Trucking Escalation	LS	0	1	$ 13,416.10	$ 13,416.10
339		Drainage Inefficiences (Labor, Equip & Sub)	LS	0	1	$ 42,579.62	$ 42,579.62
343		Insurance	LS	0	1	$ 43,683.08	$ 43,683.08
348		Traffic Control Escalation	MO	0	11	$ 3,918.00	$ 43,098.00
349		Dust Control	MO	0	11	$ 1,913.75	$ 21,051.22
						TOTAL NON CONTINGENCY FUNDED NEW ITEMS:	**$2,388,362.16**
						TOTAL CHANGE AMOUNT:	**$3,389,100.11**

Bonnie Brae Phase 3 Widening & Reconstruction

Original BID/Contract Amount:	$ 38,398,900.45
Original Not To Exceed Amount:	$ 40,318,845.47
Total CUA's:	$ 1,410,636.95
Total CO's:	$ 2,388,362.16
Revised Contract Amount:	**$ 42,197,899.56**
% of CUA Approved To-Date:	73.47%
Total Changes over Original Bid:	**9.89%**
Percent Changes over NTE:	5.92%

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Signatory Lines will be updated by Purchasing if required

**THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY,
IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.**

SUBMITTED BY:

Signed by:
Robin Davis
1786D74EDFE942C...
Robin Davis, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS

Signed by:
Seth Garcia
[illegible]
Seth Garcia, Interim Director of Capital Projects

ACCEPTED BY CONTRACTOR: Holly Horsak Sr. Project Manager
Name, Title

DocuSigned by:
Holly Horsak
[illegible]
Signature

CITY MANAGER:

DocuSigned by:
Sara Hensley
[illegible]
Signature

ATTEST: CITY SECRETERY

DocuSigned by:
Lauren Thoden
[illegible]
Signature

PURCHASING:

DocuSigned by:
Lori Hewell
[illegible]
Signature

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Marcella Lunn
[illegible]
Signature

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DocuSign Transmittal Coversheet

File Name	8094-1 - Bonnie Brae Phase 3 Widening & Reconstruction CO#4
Purchasing Contact	Cori Power

DS

Docusign Envelope ID: 588715D8-F8F4-4B49-81CE-564BDFB38E63

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N. Elm Street
Denton, TX 76201
Robin Davis, Project Manager

Contractor: Sundt Construction, Inc.
8445 Freeport Pkwy Suite 240
Irving, TX 75063
Holly Horsak

Proj: **Bonnie Brae Phase 3 Widening & Reconstruction** CHANGE ORDER NO. **4**

IFB# 8094-1 ENG/PMO# 880006-3 PO# 205669

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	11/11/2026	11/11/2026

Contract BID Amount:	$ 38,398,900.45			Prior Approved Other Funded CO's:	$ 2,388,362.16
5% Contingency Amount:	$ 1,919,945.02			Current Contract Amount:	$ 42,197,899.56
Total NTE Amount :	$ 40,318,845.47			This CO Other Funding Request:	$ -
Prior Approved CUA's:	$ 1,410,636.95			Total Change Request:	**$ 359,778.62**
Available Contingency:	$ 509,308.07				
This CUA Request:	**$ 359,778.62**	Orig Contract Days:	912	This CO Days Request:	0
Contingency Remaining:	$ 149,529.45	Approved CO Days:	210	New Contract Days:	1122

PROJECT SCOPE AND REASON FOR CHANGE

Description of work included in Contract: Widen and reconstruct Bonnie Brae Phase 3 from FM1515/Airport Road to Roselawn Drive from a 2-lane rural roadway to a 4-lane divided urban street section. Includes drainage, water & wastewater improvements.

Reason for Change: Water Utility requested changes and costs related to quantity over & under runs as well as items or work performed under time and material due to field conditions differing from plans

CONTINGENCY USE ALLOWANCE (CUA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
10	02 41 15	REMOVE EXISTING CONCRETE PAVING	SY	5759	252	$ 20.00	$ 5,040.00
14	32 11 29	12" LIME SLURRY (54LBS/SY)	TON	1975.90	9	$ 325.00	$ 3,055.00
15	32 11 29	12" LIME TREATED SUBGRADE	SY	73180	368	$ 5.00	$ 1,840.00
19	32 13 13	CONCRETE PAVEMENT 10-INCH	SY	2825	348	$ 115.00	$ 40,020.00
27	32 16 00	MONOLITHIC CURB	LF	29790	180	$ 7.50	$ 1,350.00
28	32 16 00	5-FOOT SIDEWALK 4-INCH	SY	3119	-30	$ 105.00	$ (3,150.00)
30	32 16 00	CURB RAMPS TYPE I	EA	4	2	$ 4,250.00	$ 8,500.00
57	33 42 11	36" RCP (CL III)	LF	526	40	$ 260.00	$ 10,400.00
61A	33 01 30	Post CCTV Inspecton	LF	9775	491.31	$ 4.00	$ 1,965.24
64	33 42 11	9' X 7' RCB	LF	106	10	$ 1,200.00	$ 12,000.00
89	02 41 14	Remove Existing Headwall	EA	5	1	$ 2,500.00	$ 2,500.00
90	02 41 14	Remove Existing Storm Pipe	LF	1598	40	$ 45.00	$ 1,800.00
104	33 14 30	2" AIR RELEASE VALVE	EA	4	1	$ 18,000.00	$ 18,000.00
105	33 14 25	CONNECTION TO EXISTING WATER LINE WITH MAIN	EA	8	3	$ 5,000.00	$ 15,000.00
107	33 14 20	8" GATE VALVE	EA	1	1	$ 4,200.00	$ 4,200.00
109	33 14 17	WATER SERVICE	EA	11	3	$ 5,400.00	$ 16,200.00
111	33 14 20	8" X 8" TAPPING SLEEVE & VALVE (City Furn. & Instl)	EA	1	-1	$ 6,000.00	$ (6,000.00)
113	33 14 17	RELOCATE WATER METER	EA	20	3	$ 600.00	$ 1,800.00
116	02 41 14	REMOVE & SALVAGE EXISTING FIRE HYDRANT	EA	3	2	$ 1,200.00	$ 2,400.00
132	33 31 16	4" SEWER SERVICE	EA	9	5	$ 8,400.00	$ 42,000.00
232	32 17 23	TYPE IB DOUBLE LINE	LF	3126	255	$ 2.60	$ 663.00
233	32 17 23	TYPE IB EDGELINE	LF	493	2718	$ 1.25	$ 3,397.50
234	32 17 23	TYPE IIIA BARRIER LINE	LF	2627	366	$ 3.20	$ 1,171.20
235	32 17 23	TYPE IA BROKEN LINE *	LF	2980	860	$ 1.35	$ 1,161.00
236	32 17 23	TYPE VA STOP BAR	LF	488	-8	$ 12.00	$ (96.00)
237	32 17 23	TYPE IA BROKEN LINE C/R RPM	EA	287	83	$ 5.00	$ 415.00
238	32 17 23	TYPE IIIA BARRIER LINE C/R RPM	EA	197	65	$ 5.00	$ 325.00
239	32 17 23	TYPE IB DOUBLE LINE A/A RPM	EA	164	23	$ 5.00	$ 115.00
240	32 17 23	YIELD LINE	EA	40	8	$ 50.00	$ 400.00
242	32 17 23	TYPE IA EDGELINE	LF	663	-3	$ 1.25	$ (3.75)
262	34 41 50	SMALL SIGN ASSEMBLY	EA	96	2	$ 675.00	$ 1,350.00

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						TOTAL CUA EXISTING ITEMS:	$187,818.19
		NEW ITEMS OF WORK					
349		Insertatees for Santitary Sewer	LS	0.00	1	$ 1,794.16	$ 1,794.16
350		Relocate Water Flush Point	LS	0.00	1	$ 4,379.03	$ 4,379.03
351		TXDOT MNTC YARD FENCE	LS	0.00	1	$ 17,825.00	$ 17,825.00
352		SS Line MH Grade Adjustment	LS	0.00	1	$ 3,450.00	$ 3,450.00
353		6-IN SS Connections UNT Facilities	LS	0.00	1	$ 107,154.68	$ 107,154.68
354		T&M (Utility work to date not shown in plans)	LS	0.00	1	$ 37,357.56	$ 37,357.56
Contingency funds are used at City's discretion per contract spec language						TOTAL CUA NEW ITEMS:	$171,960.43
		OTHER FUNDED CONTRACT CHANGES (CO)					
		N/A					$ -
						TOTAL NON CONTINGENCY FUNDED NEW ITEMS:	$0.00
						TOTAL CHANGE AMOUNT:	$359,778.62

Bonnie Brae Phase 3
Widening & Reconstruction

Original BID/Contract Amount:	$ 38,398,900.45
Original Not To Exceed Amount:	$ 40,318,845.47
Total CUA's:	$ 1,770,415.57
Total CO's:	$ 2,388,362.16
Revised Contract Amount:	**$ 42,557,678.18**
% of CUA Approved To-Date:	92.21%
Total Changes over Original Bid:	**10.83%**
Percent Changes over NTE:	5.55%

THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY,
IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

SUBMITTED BY:

Signed by: Robin Davis
178697 1FDEE947C...
Robin Davis, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS

Signed by: Seth Garcia
A13701F6BC954FC...
Seth Garcia, Director of Capital Projects

ACCEPTED BY CONTRACTOR: Holly Horsak Sr. Project Manager
Name, Title

DocuSigned by: Holly Horsak
B20E226A98C24FF...
Signature

PURCHASING:

DocuSigned by: Cori Power 10/24/2025
5F1FE1663F7B4FE...
Signature

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 5 TO THE CONTRACT BETWEEN THE CITY OF DENTON AND SUNDT CONSTRUCTION, INC., FOR THE CONSTRUCTION OF THE BONNIE BRAE PHASE 3 WIDENING AND RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (CSP 8094-1 – CHANGE ORDER NO. 5 IN THE NOT-TO-EXCEED AMOUNT OF $1,048,785.81, FOR A TOTAL CONTRACT AWARD AGGREGATED TO $43,755,993.44).

WHEREAS, on August 15, 2023, by Ordinance No. 23-1524, the City Council awarded a contract to Sundt Construction, Inc., in the amount of $40,318,845.47, for the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department; and

WHEREAS, on June 17, 2024, Purchasing awarded a Change Order No. 1 between the City of Denton and Sundt Construction, Inc., in the amount of $44,157.00; and

WHEREAS, on December 9, 2024, Purchasing awarded a Change Order No. 2 between the City of Denton and Sundt Construction, Inc., in the amount of $365,742.00; and

WHEREAS, on April 15, 2025, City Council awarded a Change Order No. 3 between the City of Denton and Sundt Construction, Inc., in the amount of $2,388,362.16; and

WHEREAS, on October 24, 2025, Purchasing awarded a Change Order No. 4 between the City of Denton and Sundt Construction, Inc., in the amount of $359,778.62; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the Staff having recommended, and the City Manager having recommended to the Council that a change order be authorized to amend such contract agreement with respect to the scope of work and an increase in the payment amount; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Change Order No. 5, increasing the amount of the contract between the City and Sundt Construction, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Million Forty-Eight Thousand Seven Hundred Eighty-Five and 81/100 ($1,048,785.81) dollars, is hereby approved and the expenditure of funds therefore is hereby authorized in accordance with said change order. The total purchase order amount increases to $43,755,993.44.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 18AA147C-9A3C-418F-AAE1-8E926D174B4D

Docusign City Council Transmittal Coversheet

RFP	8094-1
File Name	Bonnie Brae 3 Widening & Relocation - CO#5
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 18AA147C-9A3C-418F-AAE1-8E926D174B4D

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N. Elm Street
Denton, TX 76201
Robin Davis, Project Manager

Contractor: Sundt Construction, Inc.
8445 Freeport Pkwy Suite 240
Irving, TX 75063
Holly Horsak

Proj: **Bonnie Brae Phase 3 Widening & Reconstruction** CHANGE ORDER NO. **5**

IFB# 8094-1 ENG/PMO# 880006-3 PO# 205669

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	11/11/2026	11/11/2026

Contract BID Amount:	$ 38,398,900.45			Prior Approved Other Funded CO's:	$ 2,388,362.16
5% Contingency Amount:	$ 1,919,945.02			Current Contract Amount:	$ 42,557,678.18
Total NTE Amount :	$ 40,318,845.47			This CO Other Funding Request:	$ 1,048,785.81
Prior Approved CUA's:	$ 1,770,415.57			Total Change Request:	$ 1,048,785.81
Available Contingency:	$ 149,529.45				
This CUA Request:	$ -	Orig Contract Days:	912	This CO Days Request:	0
Contingency Remaining:	$ 149,529.45	Approved CO Days:	210	New Contract Days:	1122

PROJECT SCOPE AND REASON FOR CHANGE

SCOPE OF WORK included in Contract: Widen and reconstruct Bonnie Brae Phase 3 from FM1515/Airport Road to Roselawn Drive from a 2-lane rural roadway to a 4-lane divided urban street section. Includes drainage, water & wastewater improvements as well as street lighting and sidewalks/sidepaths.

Reason for Change:	
Airport Road/FM 1515: $ (47,055.77)	TxDOT requested change from concrete to asphalt since TxDOT will be replacing this section with the future FM 1515 reconstruction/widening project.
Parvin Street Changes: $ 1,750.00	Extended Asphalt section and changed from ribbon curb to curb & gutter to avoid DME conflict.
Willowwood St. Changes: $ 6,345.00	Changed 331 LF of Concrete Ribbon Curb to Concrete Curb & Gutter to improve protection at edge of roadway.
Driveway Revisions: $ (4,765.00)	The driveway for Natl' Wholesale was changed from a future street section to a commercial driveway. Eliminated one (1) driveway, added a new drive not included in plans, widened two (2) gas well entrances to accommodate large trucks, slope improvements needed at various drives and changed lime stabilization to flexbase in approach area to cross existing 8-inch water line.
CPKCS RR ROW Ashpalt: $ 19,550.00	The asphalt transistion within the CPKCS RR ROW was not included in the project plans. Once CPCKS completed their Rail widening work, the asphalt section was completed by Sundt.
Street Revisons: $ (107,452.75)	Added 2 left turn lanes at both gas well entrances south of the RR to ensure proper radius for large trucks. Credit for detour TCP not needed as multiple phases were paved during full closure of Bonnie Brae. Concrete Panel replacement required due to Porta Potty being set on fire overnight.
Drainage Revisons: $ (10,040.00)	Deletion of L7 due to conflict with SS and N12 due to conflict with TXDOT Project. Deletion of 2 manholes once lateral was ran straight to inlets, extension of Inlet I-4 to accommodate gas well driveway widening and extension of 30" RCP (K-1) due to conflict with Sidewalk crossing PCKCS RR Tracks.
Water Revisons: $ 1,190,454.33	Water utilities request to upgrade existing 8inch to 12inch under PCKCS RR tracks (Bore). Adjustment of existing 42" water line Manholes to match elevation of new street grade as well as the relocation of existing water flush point STA 193+85 (not shown on plans) in conflict with 10ft Shared Use Path as well as other misc work-arounds due to conflicts.

CONTINGENCY USE ALLOWANCE (CUA) CONTRACT CHANGES

Contingency is not being used for this Change Order

OTHER FUNDED CONTRACT CHANGES (CO)

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
9	31 23 16	EXCAVATION	CY	42,773	1,788	$ 20.00	$ 35,760.00
10	02 41 15	REMOVE EXISTING CONCRETE PAVING	SY	5,759	1,569	$ 20.00	$ 31,380.00
11	02 41 15	REMOVE EXISTING ASPHALT PAVING	SY	19,834	-1,529	$ 6.00	$ (9,174.00)
14	32 11 29	12" LIME SLURRY (54LBS/SY)	TON	1,976	-94	$ 325.00	$ (30,452.50)
15	32 11 29	12" LIME TREATED SUBGRADE	SY	73,180	48	$ 5.00	$ 240.00
16	32 11 23	ROADBED BASE	SY	195	-168	$ 40.00	$ (6,720.00)
17	32 13 13	CONCRETE PAVEMENT 6-INCH	SY	890	127	$ 95.00	$ 12,065.00
18	32 13 13	CONCRETE PAVEMENT 8-INCH	SY	3,224	-73	$ 105.00	$ (7,665.00)
19	32 13 13	CONCRETE PAVEMENT 10-INCH	SY	2,825	-53	$ 115.00	$ (6,095.00)
20	32 13 13	CONCRETE PAVEMENT 11-INCH	SY	59,272	215	$ 130.00	$ 27,950.00
21	32 12 16	ASPHALT PAVEMENT, TY C, SAC-A, PG64-22, 2"	SY	3,548	387	$ 30.00	$ 11,610.00
22	32 12 16	ASPHALT PAVEMENT, TY B, PG64-22, 4"	SY	145	-21	$ 40.00	$ (840.00)
23	32 12 16	ASPHALT PAVEMENT, TY B, PG64-22, 7"	SY	1,704	53	$ 70.00	$ 3,710.00
24	32 12 16	ASPHALT PAVEMENT, TY B, PG64-22, 10"	SY	1,699	355	$ 85.00	$ 30,175.00
25	32 16 00	CONCRETE CURB & GUTTER 30-INCH	LF	1,492	333	$ 45.00	$ 14,985.00
26	32 16 00	CONCRETE RIBBON CURB	LF	662	-662	$ 50.00	$ (33,100.00)
27	32 16 00	MONOLITHIC CURB	LF	29,790	-93	$ 7.50	$ (697.50)

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29	32 16 00	10-FOOT SHARED USE PATH 5-INCH	SY	12,946	-24	$ 85.00	$ (2,040.00)
35	32 12 16	TEMPORARY ASPHALT PAVEMENT, TY B, PG64-22, 6"	SY	4,910	-2,160	$ 58.50	$ (126,360.00)
41	32 13 16	4-INCH STAMPED & STAINED CONCRETE	SY	2,755	-82	$ 170.00	$ (13,940.00)
50	33 42 11	18" RCP (CL III)	LF	3,025	24	$ 120.00	$ 2,880.00
55	33 42 11	30" RCP (CL III)	LF	784	65	$ 160.00	$ 10,400.00
57	33 42 11	36" RCP (CL III)	LF	526	-57	$ 260.00	$ (14,820.00)
71	33 42 33	4' x 4' "Y" Inlet	EA	2	-1	$ 8,500.00	$ (8,500.00)
72	33 42 33	Drop Inlet Type 1	EA	1	-1	$ 7,000.00	$ (7,000.00)
73	TxDOT 465	Type M Manhole	EA	21	-1	$ 13,000.00	$ (13,000.00)
210	681.6001	TEMP TRAF SIGNALS	EA	1	-1	$ 120,000.00	$ (120,000.00)
233	32 17 23	TYPE IB EDGELINE	LF	493	1,289	$ 1.25	$ 1,611.25
244	32 17 23	TYPE VB DIAGONAL MARKING	LF	65	38	$ 12.00	$ 456.00
						TOTAL OTHER FUNDED EXISTING QTY CHANGES:	**-$217,181.75**
		NEW ITEMS OF WORK					
355	RFI 69	Airport Road & Ph 8 Flex Base	TON	0	2149	$ 20.45	$ 43,947.05
356	RFI 69	Airport Road & Ph 8 Filter Fabric	SY	0	4000	$ 1.72	$ 6,872.00
357	RFI 69	Airport Road & Ph 8 TCP reconstruction	LS	0	1	$ 4,694.18	$ 4,694.18
358	RFI 48	Relocate water Flush Point	LS	0	1	$ 21,695.25	$ 21,695.25
359	RFI 50	Water Utilities Conflicts Work-arounds	LS	0	1	$ 25,380.22	$ 25,380.22
360	RFI 90	Flowfill Subgrade replacement due to 42-Inch water transmission line trench	LS	0	1	$ 26,335.00	$ 26,335.00
361	RFI 91	42-inch Water line Manhole Adjustments	LS	0	1	$ 19,874.00	$ 19,874.00
362	RFI 72	Water requested Upgrade from 8inch to 12 inch under RR Tracks	LS	0	1	$ 1,117,169.86	$ 1,117,169.86
						TOTAL OTHER FUNDED NEW ITEMS:	**$1,265,967.56**
						TOTAL CHANGE AMOUNT:	**$1,048,785.81**

Bonnie Brae Phase 3
Widening & Reconstruction

Original BID/Contract Amount:	$	38,398,900.45
Original Not To Exceed Amount:	$	40,318,845.47
Total CUA's:	$	1,770,415.57
Total CO's:	$	3,437,147.97
Revised Contract Amount:	**$**	**43,606,463.99**
% of CUA Approved To-Date:		92.21%
Total Changes over Original Bid:		**13.56%**
Percent Changes over NTE:		8.15%

THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY,
IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

SUBMITTED BY: Signed by: Robin Davis — Robin Davis, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS: Signed by: Seth Garcia — Seth Garcia, Director-Capital Projects

ACCEPTED BY CONTRACTOR: Holly Horsak Sr. Project Manager (Name, Title) — DocuSigned by: Holly Horsak — Signature

CITY MANAGER: _____ Signature

ATTEST: _____ Signature

APPROVED AS TO LEGAL FORM: Signed by: Leah Bush — Signature

Certificate Of Completion

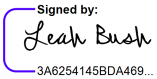
Envelope Id: 18AA147C-9A3C-418F-AAE1-8E926D174B4D
Status: Sent
Subject: Please DocuSign: City Council Contract 8094-1 - Bonnie Brae 3 Widening & Relocation - CO#5
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 7
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.10

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5/5/2026 9:16:12 AM
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cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 5/5/2026 9:33:32 AM Viewed: 5/5/2026 9:33:41 AM Signed: 5/5/2026 9:34:18 AM
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 5/5/2026 3:25:52 PM Viewed: 5/5/2026 3:26:08 PM Signed: 5/5/2026 3:27:01 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/5/2026 9:34:19 AM Resent: 5/5/2026 3:27:03 PM Viewed: 5/5/2026 9:44:21 AM Signed: 5/5/2026 4:46:15 PM
Robin Davis Robin.Davis@cityofdenton.com Project Manager- Capital Projects Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/6/2026 8:21:09 AM ID: 83aeba02-f059-4a04-8f0f-266817d7e300	Signed by:  1786071FDEE947C... Signature Adoption: Uploaded Signature Image Using IP Address: 198.49.140.10	Sent: 5/5/2026 4:46:17 PM Resent: 5/6/2026 8:47:37 AM Viewed: 5/6/2026 8:53:57 AM Signed: 5/6/2026 8:57:21 AM

Signer Events	Signature	Timestamp
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/6/2026 8:57:23 AM Viewed: 5/6/2026 9:33:30 AM Signed: 5/7/2026 11:35:32 AM
Holly Horsak hkhorsak@sundt.com Sr. Project Manager Sundt Construction Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 5/8/2026 9:38:36 AM ID: c48b33e4-c5aa-40cb-81f6-d0265640ebf6	DocuSigned by:  B20E226A98C24FF... Signature Adoption: Pre-selected Style Using IP Address: 155.190.9.6	Sent: 5/7/2026 11:35:35 AM Viewed: 5/8/2026 9:38:36 AM Signed: 5/8/2026 9:53:40 AM
Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/8/2026 10:27:50 AM ID: c81e8dd4-4afa-4d30-bb12-eade9cd6871c	Signed by:  A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/8/2026 9:53:42 AM Viewed: 5/8/2026 10:27:50 AM Signed: 5/8/2026 10:28:15 AM
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 75.226.212.31 Signed using mobile	Sent: 5/8/2026 10:28:21 AM Viewed: 5/8/2026 10:38:15 AM Signed: 5/8/2026 10:38:47 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/8/2026 10:38:50 AM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristi Fogle Kristi.Fogle@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Signer Events	Signature	Timestamp
Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/5/2026 9:34:20 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/8/2026 10:28:19 AM Viewed: 5/11/2026 11:00:37 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/5/2026 9:33:32 AM
Envelope Updated	Security Checked	5/5/2026 1:41:10 PM
Envelope Updated	Security Checked	5/5/2026 1:41:10 PM
Envelope Updated	Security Checked	5/5/2026 1:41:10 PM
Envelope Updated	Security Checked	5/5/2026 1:41:10 PM
Envelope Updated	Security Checked	5/5/2026 1:41:10 PM
Envelope Updated	Security Checked	5/5/2026 1:41:10 PM
Envelope Updated	Security Checked	5/5/2026 3:25:51 PM
Envelope Updated	Security Checked	5/5/2026 3:25:51 PM
Envelope Updated	Security Checked	5/5/2026 3:25:52 PM
Envelope Updated	Security Checked	5/5/2026 3:25:52 PM
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Envelope Updated	Security Checked	5/5/2026 3:25:52 PM
Envelope Updated	Security Checked	5/5/2026 3:25:52 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	5/5/2026 3:25:52 PM
Envelope Updated	Security Checked	5/5/2026 3:25:52 PM
Envelope Updated	Security Checked	5/5/2026 3:25:52 PM
Envelope Updated	Security Checked	5/5/2026 3:25:52 PM
Envelope Updated	Security Checked	5/5/2026 3:25:52 PM
Envelope Updated	Security Checked	5/11/2026 10:24:10 AM
Envelope Updated	Security Checked	5/11/2026 10:24:10 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 8, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8989 for the maintenance, repair, and rental of heavy-duty John Deere construction equipment for the Fleet Services Department; and providing an effective date (RFP 8989).

INFORMATION/BACKGROUND

Fleet Services previously retained an approved cooperative purchasing agreement with John Deere for the acquisition of heavy-duty construction equipment (City Ordinance 20-1834; Cooperative Contract No. 597-19). At the time the cooperative was retained, it did not include the repair, service, or parts support required to maintain the City's equipment. Because these service components are essential to operational readiness, the cooperative agreement remained limited to equipment purchases and could not meet the City's full support needs.

To address this service gap, Fleet Services issued a Request for Proposal (RFP) to obtain the necessary repair, maintenance, and parts coverage. During the evaluation of the RFP responses, the existing cooperative contract was subsequently amended by the cooperative administrator to include repair and parts support for John Deere equipment. With these amendments in place, the cooperative contract now provides the full lifecycle support required for the City's assets.

Given that the amended cooperative agreement now meets the City's operational and procurement requirements, Fleet Services recommends rejecting the RFP and proceeding under the existing cooperative contract. This approach ensures continuity of service, maintains a single accountable vendor for equipment and support, and aligns with the City's current use of other cooperative agreements.

In accordance with the Local Government Code 252.043, the City Council may reject any and all bids.

RECOMMENDATION

Staff recommends rejection of all proposals for maintenance, repair, and rental of heavy-duty John Deere construction equipment for the Fleet Services Department.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Randy Tunnell, 940-349-8432.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, REJECTING ANY AND ALL COMPETITIVE PROPOSALS UNDER RFP 8989 FOR THE MAINTENANCE, REPAIR, AND RENTAL OF HEAVY-DUTY JOHN DEERE CONSTRUCTION EQUIPMENT FOR THE FLEET SERVICES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE (RFP 8989).

WHEREAS, the City has solicited, received, and tabulated competitive proposals to evaluate John Deere Construction Equipment (RFP 8989) in accordance with the procedures of state laws and the City's ordinances; and

WHEREAS, the City staff recommends, and the City Council has determined, that it is in the best interest of the City that the herein described proposals should be rejected; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. All competitive proposals, as described in the "Request for Proposal", "Bid Proposals", or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned herein (RFP 8989 – John Deere Construction Equipment) are hereby rejected.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute all necessary documents for the rejection of said proposals. The City Manager, or their designee, is hereby authorized, in their discretion, to re-advertise to receive competitive bids, or proceed otherwise, to procure goods and services described in RFP 8989.

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under the RFP 8989 to reject said proposals to the City Manager, or their designee.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 8, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Open Systems International, Inc., for continued maintenance and support of the Supervisory Collection and Data Acquisition (SCADA) system for Denton Municipal Electric, which is the sole provider of this software, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over $50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 9041 – awarded to Open Systems International, Inc., in the three (3) year not-to-exceed amount of $791,693.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

Since 2008, Denton Municipal Electric (DME) has used Open System International's (OSI) Monarch product for several critical operations. OSI Monarch is a control system that enables utilities to support, monitor, control, schedule, and optimize complex network operations, which include:

1. The monitoring and operation of its electric substations via a Supervisory Control and Data Acquisition (SCADA) system operated from its transmission & distribution (T&D) and Control Centers.
2. The facilitation of the purchase of electricity with energy market bid submittals to the Electric Reliability Council of Texas (ERCOT).
3. The sharing of electric load and grid operation data with ERCOT and other third parties through Inter-Control Center Communications Protocol (ICCP).

This contract provides continued maintenance and support for the SCADA system with OSI for an additional three years. The Maintenance and Support package includes essential bug fixes, security updates required for North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) compliance, major feature enhancements, troubleshooting services, and archiving and reporting capabilities. Renewing the sole-source contract with OSI for ongoing maintenance, support, and patch management of this critical application is vital to the reliability and security of the electric system. Monarch Support (T&D) is the maintenance and support of the Transmission and Distribution SCADA system. Monarch Support (GMS) is the maintenance and support of the Generation Management System SCADA

system. Monarch Support (Patch) is the support system that allows us to patch the software on all SCADA systems.

	FY 26-27	FY 27-28	FY 28-29	Total
Monarch Support (T&D)	$97,470.00	$104,293.00	$111,593.00	$313,356.00
Monarch Support (GMS)	85,406.00	91,385.00	97,782.00	274,573.00
Monarch Support (Patch)	50,939.00	54,505.00	58,320.00	163,764.00
Contingency				40,000.00
Total				**$791,693.00**

Section 252.022 of the Local Government Code provides that procurement of sole source commodities and services are exempt from competitive bidding, and if over $50,000, shall be awarded by the governing body.

RECOMMENDATION

Award with a contract to Open Systems International, Inc., as a sole source supplier, for continued maintenance and support of the Supervisory Collection and Data Acquisition (SCADA) system for Denton Municipal Electric, in a three (3) year not-to-exceed amount of $791,693.

PRINCIPAL PLACE OF BUSINESS

Open Systems International, Inc.
Medina, MN

ESTIMATED SCHEDULE OF PROJECT

This is a three (3) year contract.

FISCAL INFORMATION

These services will be funded from Denton Municipal Electric Operating Budget account 600750.7899. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $791,693.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Jerry Looper, 940-349-7676.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH OPEN SYSTEMS INTERNATIONAL, INC., FOR CONTINUED MAINTENANCE AND SUPPORT OF THE SUPERVISORY COLLECTION AND DATA ACQUISITION (SCADA) SYSTEM FOR DENTON MUNICIPAL ELECTRIC, WHICH IS THE SOLE PROVIDER OF THIS SOFTWARE, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 252.022, WHICH PROVIDES THAT PROCUREMENT OF COMMODITIES AND SERVICES THAT ARE AVAILABLE FROM ONE SOURCE ARE EXEMPT FROM COMPETITIVE BIDDING, AND IF OVER $50,000, SHALL BE AWARDED BY THE GOVERNING BODY; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 9041 – AWARDED TO OPEN SYSTEMS INTERNATIONAL, INC., IN THE THREE (3) YEAR NOT-TO-EXCEED AMOUNT OF $791,693.00).

WHEREAS, Section 252.022 of the Local Government Code provides that procurement of items that are only available from one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council wishes to procure one or more of the items mentioned in the above paragraph; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following purchase of materials, equipment or supplies, as described in the "File" listed hereon, and on file in the office of the Purchasing Agent, and the license terms attached are hereby approved:

FILE NUMBER	VENDOR	AMOUNT
9041	Open Systems International, Inc.	$791,693.00

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library

that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager, or their designee, is hereby authorized to execute the contract relating to the items specified in Section 1, attached hereto, and the expenditure of funds pursuant to said contract is hereby authorized.

SECTION 5. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

Docusign City Council Transmittal Coversheet

FILE	9041
File Name	OSI Maintenance and Support
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

RENEWAL AMENDMENT TO CONTRACT BETWEEN CITY OF DENTON, TEXAS AND OPEN SYSTEMS INTERNATIONAL, INC. (Contract #9041)

This Renewal Amendment to Contract (Contract 7718) (this **Amendment**) is entered into between the City of Denton, Texas (**City**) and Open Systems International, Inc. (**Supplier**).

Background

The City and Supplier have previously entered into Contract (7718), as amended (the **Agreement**). Initially capitalized terms used but not otherwise defined in this Amendment will have the meanings set forth in the Agreement. The parties desire to amend the Agreement as follows:

1 Effective Date

The terms of this Amendment are effective as of the latest date in the signature block.

2 Contract Term

Section (#3) of Exhibit A will be deleted and replaced in its entirety with the following:

The contract term will be three (3) years, effective from date of award.

The Amendment shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

3 Fee Schedule

Attachment 1 to this Amendment includes the Annual Fee Schedules. This Attachment 1 shall supersede Exhibit B, Part A of the Agreement.

4 Total Contract Amount

The contract total for the continued services shall not exceed $791,693.

5 Updated contract number

This Amendment constitutes a new agreement beginning on the Effective Date between the parties incorporating, except as amended herein, all the terms and conditions in the Agreement for all intents and purposes. Such Agreement will have contract number 9041.

Confirmation of Agreement

This Amendment (together with all exhibits attached hereto) constitutes the entire agreement between the parties regarding the matters of this Amendment and supersedes all prior and contemporaneous agreements and understandings regarding the matters of this Amendment. In the event of a conflict between this Amendment and the Agreement as it relates to the matters of this Amendment, the terms of this Amendment will control. Otherwise, all terms and conditions of the Agreement will remain in full force and effect and likewise apply to this Amendment.

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

Authorized Signatures:

"CITY"

CITY OF DENTON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

"SUPPLIER"

OPEN SYSTEMS INTERNATIONAL, INC.

By: Signed by: Sean Egan F24127553A41460...

Name: Sean Egan

Title: Vice President of Finance

Date: 5/7/2026

ATTEST:

BY: _____

_____

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

Signed by: Antonio Puente, Jr. E3760944C2BF4B5...

SIGNATURE

Antonio Puente, Jr.

PRINTED NAME

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY: Signed by: Leah Bush 3A6254145BDA469...

DME General Manager

TITLE

Electric

DEPARTMENT

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

Attachment 1

Software Maintenance and Support (SMS) Renewal Quote

Open Systems International, Inc.
4101 Arrowhead Dr
Medina, MN 55340

Reference Number: 0000XaSiLIAV
Quote Number: 00107192
Quote Date: 13 February 2026
Offer Expires: 20 September 2026

Customer: City of Denton (T&D)

Upon payment in full of the specified Total Quote Fees, Open Systems International, Inc. (Licensor) will provide the Product(s) during the Quote Term for the software licensed by Licensor to Customer pursuant to Part B (OSI Software License Agreement) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718 by and between Licensor and Customer dated 9/21/2021. The Product(s) will be provided in accordance with OSI's support program as referenced in Section 6 (Warranties) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718. OSI's support program is detailed in the Software Support Plan Overview, which is incorporated herein by this reference and available upon request.

Year 1: 9/21/2026-9/20/2027			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 97,470.00 (9/21/2026-9/20/2027)*	USD 97,470.00	Denton TX	Gold
Sub-Total Fees:	**USD 97,470.00**		
Year 2: 9/21/2027-9/20/2028			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 104,293.00 (9/21/2027-9/20/2028)*	USD 104,293.00	Denton TX	Gold
Sub-Total Fees:	**USD 104,293.00**		
Year 3: 9/21/2028-9/20/2029			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 111,593.00 (9/21/2028-9/20/2029)*	USD 111,593.00	Denton TX	Gold
Sub-Total Fees:	**USD 111,593.00**		
Total Quote Fees:	**USD 313,356.00**		
Quote Term: **Start Date:**	**21 September 2026**		
End Date:	**20 September 2029**		

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

All amounts to be invoiced hereunder will be exclusive of taxes or duties. Customer is tax exempt, and shall provide Licensor with a valid exemption certificate as evidence of exemption for any taxes that Licensor is required by law to collect and remit to the appropriate taxing jurisdiction. All Quote Fee(s) hereunder shall be paid in U.S. Dollars within 30 days of receipt of the invoice. SMS for the Products must be renewed in the same calendar quarter as the End Date. If SMS for the Products is not renewed in the same calendar quarter as the End Date, Customer will no longer be entitled to SMS for the Products unless and until the perpetual license(s) for the Products are superseded with new term license(s) for the Products, which will be subject to a Software License Agreement by and between Licensor and Customer. An authorized representative of Customer may accept this Quote before it expires by signing below and returning the signed Quote to Licensor. The terms and conditions contained herein, including all forms incorporated herein by reference, shall constitute the entire agreement between Customer and the Licensor regarding SMS and shall supersede all prior agreements regarding SMS. Any purchase order Customer may issue for billing purposes must specifically reference the Quote Number. Purchase order provisions that are different from, or additional to, the provisions of this Quote will not apply.

Customer Signature:		
	Signature	**Printed Name and Title**

TO BE COMPLETED BY CUSTOMER

[ ] Check this box if a purchase order or payment reference number is required by Customer for billing purposes. Customer's failure to check the box confirms that no purchase order is required for Customer's internal payment process. If the box is checked, please insert the purchase order or payment reference number in the space provided:

PO or Reference Number: _____

Licensor does not require a purchase order; however, any purchase order Customer may issue for billing purposes must specifically reference the Quote Number.

Is the billing address below correct? ( ) YES ( ) NO

Denton Municipal Electric
City of Denton Purchasing Department 901-13 Texas
Denton, TX 76209
tony.jones@cityofdenton.com

Is the shipping address below correct? ( ) YES ( ) NO

Denton Municipal Electric
1659 Spencer Rd
Denton, TX 76209
tony.jones@cityofdenton.com

In case of changes, enter the correct address(es) below:

_____

_____

_____

_____

Please contact the Sales Account Manager (SAM) for questions regarding this quote:

SAM: Steve Dworak; Email: Steve.Dworak@emerson.com

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

Software Maintenance and Support (SMS) Renewal Quote

Open Systems International, Inc.
4101 Arrowhead Dr
Medina, MN 55340

Reference Number: 0000XaShUIAV
Quote Number: 00107190
Quote Date: 13 February 2026
Offer Expires: 20 September 2026

Customer: City of Denton (GMS)

Upon payment in full of the specified Total Quote Fees, Open Systems International, Inc. (Licensor) will provide the Product(s) during the Quote Term for the software licensed by Licensor to Customer pursuant to Part B (OSI Software License Agreement) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718 by and between Licensor and Customer dated 9/21/2021. The Product(s) will be provided in accordance with OSI's support program as referenced in Section 6 (Warranties) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718. OSI's support program is detailed in the Software Support Plan Overview, which is incorporated herein by this reference and available upon request.

Year 1: 9/21/2026-9/20/2027			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 85,406.00 (9/21/2026-9/20/2027)*	USD 85,406.00	Denton TX	Gold
Sub-Total Fees:	**USD 85,406.00**		
Year 2: 9/21/2027-9/20/2028			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 91,385.00 (9/21/2027-9/20/2028)*	USD 91,385.00	Denton TX	Gold
Sub-Total Fees:	**USD 91,385.00**		
Year 3: 9/21/2028-9/20/2029			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 97,782.00 (9/21/2028-9/20/2029)*	USD 97,782.00	Denton TX	Gold
Sub-Total Fees:	**USD 97,782.00**		
Total Quote Fees:	**USD 274,573.00**		
Quote Term:	**Start Date:**	**21 September 2026**	
	End Date:	**20 September 2029**	

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

All amounts to be invoiced hereunder will be exclusive of taxes or duties. Customer is tax exempt, and shall provide Licensor with a valid exemption certificate as evidence of exemption for any taxes that Licensor is required by law to collect and remit to the appropriate taxing jurisdiction. All Quote Fee(s) hereunder shall be paid in U.S. Dollars within 30 days of receipt of the invoice. SMS for the Products must be renewed in the same calendar quarter as the End Date. If SMS for the Products is not renewed in the same calendar quarter as the End Date, Customer will no longer be entitled to SMS for the Products unless and until the perpetual license(s) for the Products are superseded with new term license(s) for the Products, which will be subject to a Software License Agreement by and between Licensor and Customer. An authorized representative of Customer may accept this Quote before it expires by signing below and returning the signed Quote to Licensor. The terms and conditions contained herein, including all forms incorporated herein by reference, shall constitute the entire agreement between Customer and the Licensor regarding SMS and shall supersede all prior agreements regarding SMS. Any purchase order Customer may issue for billing purposes must specifically reference the Quote Number. Purchase order provisions that are different from, or additional to, the provisions of this Quote will not apply.

Customer Signature:		
	Signature	**Printed Name and Title**

TO BE COMPLETED BY CUSTOMER

[ ] Check this box if a purchase order or payment reference number is required by Customer for billing purposes. Customer's failure to check the box confirms that no purchase order is required for Customer's internal payment process. If the box is checked, please insert the purchase order or payment reference number in the space provided:

PO or Reference Number: _____

Licensor does not require a purchase order; however, any purchase order Customer may issue for billing purposes must specifically reference the Quote Number.

Is the billing address below correct? ( ) YES ( ) NO

Denton Municipal Electric
City of Denton Purchasing Department 901-13 Texas
Denton, TX 76209
tony.jones@cityofdenton.com

Is the shipping address below correct? ( ) YES ( ) NO

Denton Municipal Electric
1659 Spencer Rd
Denton, TX 76209
tony.jones@cityofdenton.com

In case of changes, enter the correct address(es) below:

_____

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Please contact the Sales Account Manager (SAM) for questions regarding this quote:

SAM: Steve Dworak; Email: Steve.Dworak@emerson.com

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

Software Maintenance and Support (SMS) Renewal Quote

Open Systems International, Inc.
4101 Arrowhead Dr
Medina, MN 55340

Reference Number: 0000XaSiEIAV
Quote Number: 00107197
Quote Date: 13 February 2026
Offer Expires: 20 September 2026

Customer: City of Denton (Patch)

Upon payment in full of the specified Total Quote Fees, Open Systems International, Inc. (Licensor) will provide the Product(s) during the Quote Term for the software licensed by Licensor to Customer pursuant to Part B (OSI Software License Agreement) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718 by and between Licensor and Customer dated 9/21/2021. The Product(s) will be provided in accordance with OSI's support program as referenced in Section 6 (Warranties) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718. OSI's support program is detailed in the Software Support Plan Overview, which is incorporated herein by this reference and available upon request.

Year 1: 9/21/2026-9/20/2027			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 50,939.00 (9/21/2026-9/20/2027)*	USD 50,939.00	Denton TX	Gold
Sub-Total Fees:	**USD 50,939.00**		
Year 2: 9/21/2027-9/20/2028			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 54,505.00 (9/21/2027-9/20/2028)*	USD 54,505.00	Denton TX	Gold
Sub-Total Fees:	**USD 54,505.00**		
Year 3: 9/21/2028-9/20/2029			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 58,320.00 (9/21/2028-9/20/2029)*	USD 58,320.00	Denton TX	Gold
Sub-Total Fees:	**USD 58,320.00**		
Total Quote Fees:	**USD 163,764.00**		
Quote Term:	**Start Date:**	**21 September 2026**	
	End Date:	**20 September 2029**	

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

All amounts to be invoiced hereunder will be exclusive of taxes or duties. Customer is tax exempt, and shall provide Licensor with a valid exemption certificate as evidence of exemption for any taxes that Licensor is required by law to collect and remit to the appropriate taxing jurisdiction. All Quote Fee(s) hereunder shall be paid in U.S. Dollars within 30 days of receipt of the invoice. SMS for the Products must be renewed in the same calendar quarter as the End Date. If SMS for the Products is not renewed in the same calendar quarter as the End Date, Customer will no longer be entitled to SMS for the Products unless and until the perpetual license(s) for the Products are superseded with new term license(s) for the Products, which will be subject to a Software License Agreement by and between Licensor and Customer. An authorized representative of Customer may accept this Quote before it expires by signing below and returning the signed Quote to Licensor. The terms and conditions contained herein, including all forms incorporated herein by reference, shall constitute the entire agreement between Customer and the Licensor regarding SMS and shall supersede all prior agreements regarding SMS. Any purchase order Customer may issue for billing purposes must specifically reference the Quote Number. Purchase order provisions that are different from, or additional to, the provisions of this Quote will not apply.

Customer Signature:		
	Signature	**Printed Name and Title**

TO BE COMPLETED BY CUSTOMER

[ ] Check this box if a purchase order or payment reference number is required by Customer for billing purposes. Customer's failure to check the box confirms that no purchase order is required for Customer's internal payment process. If the box is checked, please insert the purchase order or payment reference number in the space provided:

PO or Reference Number: _____

Licensor does not require a purchase order; however, any purchase order Customer may issue for billing purposes must specifically reference the Quote Number.

Is the billing address below correct? ( ) YES ( ) NO

Denton Municipal Electric
City of Denton Purchasing Department 901-13 Texas
Denton, TX 76209
tony.jones@cityofdenton.com

Is the shipping address below correct? ( ) YES ( ) NO

Denton Municipal Electric
1659 Spencer Rd
Denton, TX 76209
tony.jones@cityofdenton.com

In case of changes, enter the correct address(es) below:

_____

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_____

Please contact the Sales Account Manager (SAM) for questions regarding this quote:

SAM: Steve Dworak; Email: Steve.Dworak@emerson.com

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.
By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

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

Open Systems International, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by: Sean Egan E24127553A41460...

Signature of vendor doing business with the governmental entity

5/7/2026
Date

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

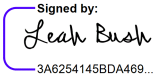
Certificate Of Completion

Envelope Id: 2916BD1B-A24D-430B-92F4-47155736C310
Status: Sent
Subject: Please DocuSign: City Council Contract 9041 - OSI Maintenance and Support
Source Envelope:
Document Pages: 11
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
5/5/2026 1:37:55 PM
Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 5/6/2026 10:41:48 AM Viewed: 5/6/2026 11:00:17 AM Signed: 5/6/2026 11:00:23 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/6/2026 11:00:26 AM Viewed: 5/6/2026 11:05:38 AM Signed: 5/6/2026 11:06:44 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/6/2026 11:06:47 AM Viewed: 5/6/2026 4:52:20 PM Signed: 5/7/2026 1:52:10 PM
Sean Egan Sean.Egan@aspentech.com Vice President of Finance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/7/2026 2:24:14 PM ID: dcea1448-85ae-473b-b047-9b9f12a44edb	Signed by:  F24127553A41460... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:f:5d0e::40 Signed using mobile	Sent: 5/7/2026 1:52:14 PM Viewed: 5/7/2026 2:24:14 PM Signed: 5/7/2026 5:09:38 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/7/2026 5:15:39 PM ID: 5200249f-86e4-4a33-b5eb-4c6d5d6a6b91	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 5/7/2026 5:09:42 PM Viewed: 5/7/2026 5:15:39 PM Signed: 5/7/2026 5:15:55 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/7/2026 5:15:58 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristi Fogle kristi.fogle@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/6/2026 11:00:27 AM
Steve Dworak steve.dworak@emerson.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/7/2026 1:52:14 PM Viewed: 5/7/2026 1:59:19 PM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/7/2026 5:15:58 PM Viewed: 5/11/2026 10:58:02 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/29/2026 11:43:09 AM ID: c8c4a3b4-c082-457a-846b-3281d721330f		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/6/2026 10:41:49 AM
Envelope Updated	Security Checked	5/6/2026 10:59:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

CM/DCM/ACM: **Kenneth Hedges**

DATE: **June 8, 2026**

SUBJECT

Consider recommendation of an ordinance of the City of Denton, Texas, a home-rule municipal corporation, authorizing the City Manager, or their designee, to execute a facilities agreement with 636 Denton Dev Company, LLC, wherein the Developer will plan, design, and construct a temporary wastewater treatment plant, city water line, and other water and wastewater facilities necessary to serve the Sundance Development generally located west of the intersection of Farm-to-Market Road 2164 and Milam Road East; requiring the City's withdrawal of its protest of Texas Pollutant Discharge Elimination System Permit No. WQ0016632001; providing for the City's ownership and operation of water and wastewater facilities, including the wastewater treatment plant; requiring transfer of Texas Pollutant Discharge Elimination System Permit No. WQ0016632001, when issued, from the Developer to the City; providing a capacity reservation to the Developer; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

BACKGROUND

The Developer, 636 Denton Dev Company, LLC, plans to construct a mixed residential project known as the Sundance Development in the City of Denton extraterritorial jurisdiction (ETJ). The project will eventually have up to 2,000 single family equivalents (SFEs). The development area sits entirely within the City of Denton's certificated sewer service area but falls within a dually certificated water service area shared by both the City and the Bolivar Water Supply Corporation. To ensure unified utility operations, the Developer has agreed to the City of Denton serving as the sole retail provider of water and sewer services to the entire development.

To establish water service, the Developer will design and construct a 16-inch water line capable of serving the maximum 2,000 SFEs at their sole expense. Once the water line is completed, inspected, and accepted, the Developer will dedicate the infrastructure to the City without compensation. In return, the City will reserve 2,000 SFEs of water capacity specifically to supply the Sundance property as it develops, but this line will serve future developments in the area and is sized to the City's water master plan capacity.

Because the City's central sewer system does not yet reach the property, the agreement will require the Developer to construct a temporary, three-phase neighborhood Wastewater Treatment Plant (WWTP). Following the completion of the initial construction phase, the Developer will transfer the required state discharge permit and dedicate the plant facilities to the City. The City will then operate the temporary

plant to serve the development. Additionally, Denton will retain 100% ownership of all treated effluent discharged from the plant for future water planning efforts.

The permanent wastewater solution requires connecting the development directly to the City's future Clear Creek Interceptor. Once the Clear Creek Interceptor is extended, the Developer must construct a connecting pipeline at its own expense. Within 270 days after this central connection becomes active, the City will cease operating the temporary WWTP. The Developer is then legally and financially responsible for decommissioning and removing the temporary plant from the site, and must either relocate the infrastructure to a City-approved location or safely dispose of it.

By executing this agreement, the City of Denton agrees not to oppose the temporary plant's state permit application and will formally withdraw all previously filed public comments and hearing requests.

The property description, Exhibit A, of the document will be updated with legal descriptions for the property prior to this item going to City Council on June 16, 2026.

RECOMMENDATION
Staff recommends approval of the agreement.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
N/A

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance

Respectfully submitted:
Charlie Rosendahl
Director of Development Services

ORDINANCE NO. 26-0794

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, A HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE A FACILITIES AGREEMENT WITH 636 DENTON DEV COMPANY, LLC, WHEREIN THE DEVELOPER WILL PLAN, DESIGN, AND CONSTRUCT A TEMPORARY WASTEWATER TREAMENT PLANT, CITY WATER LINE, AND OTHER WATER AND WASTEWATER FACILITIES NECESSARY TO SERVE THE SUNDANCE DEVELOPMENT GENERALLY LOCATED WEST OF THE INTERSECTION OF FARM-TO-MARKET ROAD 2164 AND MILAM ROAD EAST; REQUIRING THE CITY'S WITHDRAWAL OF ITS PROTEST OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0016632001; PROVIDING FOR THE CITY'S OWNERSHIP AND OPERATION OF WATER AND WASTEWATER FACILITIES, INCLUDING THE WASTEWATER TREATMENT PLANT; REQUIRING TRANSFER OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0016632001, WHEN ISSUED, FROM THE DEVELOPER TO THE CITY; PROVIDING A CAPACITY RESERVATION TO THE DEVELOPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 636 Denton Dev Company, LLC (the "Developer") intends to develop and construct residential dwellings, commercial property, and other improvements on real property that is or will be owned by the Developer, collectively known as the Sundance Development (the Development); and

WHEREAS; the Developer currently owns property in the City's extraterritorial jurisdiction and intends for the Development to include property within City limits and the City's extraterritorial jurisdiction; and

WHEREAS, the Development is located within an area covered by the City's Certificates of Convenience and Necessity ("CCNs") for water and sewer service, respectively; and

WHEREAS, the Development will require retail water utility service and the collection, treatment, and disposal of domestic wastewater; and

WHEREAS, the City intends to extend its wastewater collection system into an area near the Development, in accordance with the City's Capital Improvement Plan; and

WHEREAS, the Developer submitted an application to the Texas Commission on Environmental Quality ("TCEQ" for Texas Pollutant Discharge Elimination System Permit No. WQ0016632001 ("Permit"); and

WHEREAS, the City protested the Permit application on July 24, 2025, on grounds involving water quality, application completeness, need, public involvement, and the state's policy to encourage regionalization of wastewater facilities; and

WHEREAS, the Developer intends to obtain the Permit and construct a temporary domestic wastewater treatment package plant (the "WWTP") to serve the Development on an interim basis until the Development's connection to the City's wastewater collection system can be completed; and

WHEREAS, the Developer intends to convey the permit and the WWTP to the City; and

WHEREAS, the City intends to own and operate the WWTP on an interim basis and, at its option, store the plant for future use, as needed, upon connection of the Development to the City's wastewater collection system; and

WHEREAS, the Developer intends to construct all the water and wastewater infrastructure needed to connect the Development to the City's water and wastewater facilities and to dedicate those facilities to the City; and

WHEREAS, the Developer intends to construct a sixteen-inch (16") water line capable of serving the 2,000 single family equivalents needed by the Development (the "City Water Line") and to dedicate the line to the City in exchange for a reservation of capacity; and

WHEREAS, the City and the Developer desire to enter into the Facilities Agreement attached hereto as Exhibit "A" to define the terms, conditions, design specifications, dedication rules, and operational obligations governing the WWTP, the City Water Line, and all other water and wastewater infrastructure needed to serve the Development; and

WHEREAS, the City Council finds that the execution of the Facilities Agreement supports regionalization of wastewater systems in the area, the City's Capital Improvement Plan, and economic activity; and

WHEREAS, the City Council finds that execution of the Facilities Agreement protects the public health, safety, and general welfare of the community.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are true and correct and incorporated herein by reference.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Facilities Agreement, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, with 636 Denton Dev Company, LLC.

SECTION 3. The City Manager, or their designee, is authorized to carry out all duties and obligations to be performed by the City under the Facilities Agreement, unless otherwise explicitly

reserved in the agreement for City Council approval.

SECTION 4. Minor adjustments to the attached Facilities Agreement by the City Manager or their designee, such as filling in blanks and minor clarifications or corrections, and any modifications made by the City Council in the approval of this Ordinance are authorized.

SECTION 5. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by _____ and seconded by _____. This Ordinance was passed and approved by the following vote [___- ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullins

Exhibit "A"
Facilities Agreement

FACILITIES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

THIS FACILITIES AGREEMENT ("Agreement") is made and entered into as of the date of last execution by any Party (Effective Date") by and between the City of Denton, Texas ("City") and 636 Denton Dev Company, LLC ("Developer"), all together referred to as the "Parties" or individually as a "Party."

WHEREAS, the Developer owns real property and intends to acquire additional property within an area more specifically described and depicted shaded in green in Exhibit "A", attached hereto and incorporated into this Agreement for all purposes (the "Development Area"), for the purposes of planning, designing, and constructing one or more residential and commercial developments to have a maximum of 2,000 single family equivalents ("SFE"); and

WHEREAS, Developer has not yet selected all the preferred tracts of real property within the Development Area for future phases of the planned development; and

WHEREAS, the Development Area is within the certificated sewer service area of the City, as authorized by the Public Utility Commission of Texas ("PUC") through Certificate of Convenience and Necessity ("CCN") No. 20072, and is within a dually certificated water service area under CCN No. 10195, held by the City, and CCN No. 11257, held by the Bolivar Water Supply Corporation; and

WHEREAS, the Developer proposes to develop and construct residential dwellings and other improvements on real property that is or will be owned by the Developer within the Development Area ("Sundance Development"); and

WHEREAS, the Sundance Development will require retail potable water utility service and the collection, treatment, and disposal of domestic wastewater; and

WHEREAS, the Parties desire the City to provide retail water and sewer utility service to all customers within the Sundance Development, as authorized and required under CCN Nos. 10195 and 20072; and

WHEREAS, certain improvements to the City's public drinking water system must be made to serve the Sundance Development; and

WHEREAS, the Developer intends to construct a water line to serve the Sundance Development and to dedicate the water line to the City; and

WHEREAS, the City intends during the term of this Agreement to extend its central sewer system, in accordance with its Wastewater Master Plan, to an area within one mile of the Sundance Development, and once City wastewater facilities are extended to an area near the Sundance

Development, the Developer intends to construct, and convey to the City, wastewater facilities capable of collecting all domestic wastewater generated in the Sundance Development and delivering it to the City's wastewater system; and

WHEREAS, on September 24, 2024, the Developer filed an application ("Permit Application") with the Texas Commission on Environmental Quality ("TCEQ") for approval of Texas Pollutant Discharge Elimination System Permit No. WQ0016632001 ("Permit"); and

WHEREAS, the Permit, if issued, would authorize the Developer to construct, operate, own, and maintain a domestic wastewater treatment plant to serve the Sundance Development (the "WWTP") ; and

WHEREAS, after completion of construction of each phase of the WWTP by Developer, the Parties intend for the City to own, operate, and maintain the WWTP; and

WHEREAS, the City will operate the WWTP and serve the Sundance Development on a temporary basis until such time as the Developer can connect the Sundance Development to the City's wastewater collection system; and

WHEREAS, following connection of the Sundance Development to the City's wastewater collection system in accordance with this Agreement, the Developer will remove the WWTP at its own expense and, if requested by the City, deliver it to the City or dispose of it; and

WHEREAS, subject to the terms of this Agreement, the City will consent to TCEQ's issuance of the Permit and to the Developer's construction of the WWTP; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration of the mutual agreements established herein, the Parties, through their undersigned representatives, agree to the following terms and conditions.

1. Permit. The Developer shall, at the Developer's sole expense, prosecute the Permit Application and take all efforts necessary to obtain the Permit. The Permit will authorize construction and operation of three phases of the WWTP: Interim I, Interim II, and Final ("WWTP Phase(s)"). Developer shall be solely responsible for designing and constructing all phases of the permitted WWTP. After Developer's completion of construction of the Interim I phase of the WWTP at the WWTP Site, but not later than 45 days prior to the City's initiation of operation of the WWTP, Developer will complete its transfer of the Permit to the City and will dedicate the portions of the WWTP needed to operate the WWTP during the Interim I Phase to the City pursuant to Section 4 of this Agreement. The Parties agree that once transferred and dedicated to the City, the City shall be the sole permittee.

2. Consent and Covenant Not to Protest.

a. Subject to the Developer performing its obligations under this Agreement and the terms and conditions contained herein, the City agrees to not oppose the Permit Application or the TCEQ's issuance of the Permit.

b. To meet the City's reuse and water conservation commitments, all treated effluent discharged from the WWTP shall be made available exclusively for reuse by the City of Denton. In accordance with Section 7 of this Agreement, Denton shall possess all title and ownership to the wastewater treated and discharged by the WWTP.

c. Within ten (10) calendar days after the Effective Date of this Agreement, City shall file with the TCEQ a formal withdrawal of all public comments and hearing requests previously filed by the City in the TCEQ proceeding on TPDES Permit No. WQ0016632001.

3. Agreement Appurtenant to Land. This Agreement is appurtenant to and runs with the land on which the WWTP is constructed and maintained ("WWTP Site") as shown as the Large Utility Tract in Exhibit "D". The Developer shall cause a fully executed copy of this Agreement to be recorded in the Denton County property records within ten (10) calendar days of the Effective Date thereby serving as constructive notice to all future assigns, purchasers, or transferees of the WWTP Site of its obligations to the City under this Agreement.

4. WWTP Design, Construction, and Access.

a. The WWTP shall be constructed in accordance with each WWTP Phase authorized by the Permit. The Developer shall design and construct the WWTP at the WWTP Site in compliance with the Permit, any additional approvals required from or issued by the TCEQ or any other governmental agencies having jurisdiction, the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and any other applicable City rules or regulations. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the WWTP, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

b. The Developer shall design and construct the WWTP, and each of the WWTP Phases thereto, at its sole cost and expense, including any future expansions of the WWTP authorized by the Permit and required by demand for the service.

c. The Developer will consult the City as needed to ensure conformance with the City's specifications and shall design and construct the WWTP, and each of the WWTP Phases thereto, in a good and workmanlike manner, so the WWTP is fit for the intended purposes.

d. Final design standards and specifications for the WWTP, and each of the WWTP Phases thereto, will be subject to City review and written approval. The Developer agrees that Denton's engineers or other representatives may inspect and test the construction of the WWTP at any time to determine compliance with the City-

approved designs, plans, and specifications. Developer must notify the City in writing of the date upon which construction of each of the WWTP Phases is scheduled to commence, so the City may assign an inspector.

e. Developer shall dedicate the WWTP to the City on a phase-by-phase basis. Each WWTP Phase, and all appurtenant facilities and equipment, must be dedicated to the City without compensation by an appropriate legal instrument approved by the City Attorney. Dedication of the WWTP Phase shall occur upon:

i. Proper completion of construction of a WWTP Phase;
ii. Configuration of the WWTP Phase;
iii. Construction of all appurtenant facilities and equipment;
iv. Final inspection by the City; and
v. The City's written approval of the WWTP Phase and all appurtenant facilities and equipment.

Thereafter, the WWTP Phase and all appurtenant facilities and equipment, excluding the WWTP Site, shall be solely owned, operated, and maintained by the City. Dedication of the WWTP Phases shall continue until all WWTP Phases are complete, and the City owns the complete WWTP. The Developer will continue to own the WWTP Site at all times, subject to the easements provided in this Agreement.

f. Prior to the City's acceptance of Interim I phase, the Developer shall grant all necessary easements to access, operate, and maintain the entire WWTP including, without limitation, all WWTP Phases and all related facilities and equipment. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE "PERMITTED EXCEPTIONS"), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS.** All easements granted by Developer to the City shall be recorded in the Denton County property records and shall serve as "deed recorded easements" for purposes of TCEQ's management of the Permit, including transfer of the Permit from the Developer to the City under Section 1 of this Agreement.

5. Collection Facilities. Developer shall design, construct, and install all facilities necessary for the collection and transport of wastewater to the WWTP ("Collection Facilities").

Upon completion of construction, final inspection by the City, and the City's written approval and acceptance of the facilities, the Collection Facilities shall be dedicated to the City without compensation by an appropriate legal instrument approved by the City Attorney. The City shall thereafter operate such facilities in compliance with all applicable state and federal regulations, the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and all other applicable City rules or regulations.

a. The Developer shall design and construct the Collection Facilities in compliance with the Permit, any additional approvals required from or issued by the TCEQ or any other governmental agencies having jurisdiction, the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and any other applicable City rules or regulations. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the facilities, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

b. Final design standards and specifications for the Collection Facilities will be subject to City review and written approval. The Developer agrees that Denton's engineers or other representatives may inspect and test the construction of the Collection Facilities at any time to determine compliance with the City-approved designs, plans, and specifications.

c. Prior to the City's acceptance of the Collection Facilities, the Developer shall grant all necessary easements to access, operate, and maintain the Collection Facilities. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE "PERMITTED EXCEPTIONS"), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS**

6. WWTP and Collection System Operation and Maintenance. Upon transfer of the Permit to the City under Section 1, transfer of Interim I phase of the WWTP to the City under Section 4, and acceptance of Collection Facilities by the City, the City shall operate and maintain the WWTP in compliance with all applicable state and federal laws and TCEQ regulations including, but not limited to, those requiring the employment of a licensed plant operator with the necessary class designation. The City shall operate the WWTP to exclusively serve retail sewer

customers and connections within the Sundance Development. In addition to its operation and maintenance obligations, the City is responsible for billing and collecting any costs from users of its wastewater system, and the Developer will pay impact fees at the time of connection to the WWTP. Developer may recover impact fees through sales of residential and commercial units ultimately served by the WWTP.

7. Ownership of Wastewater, Permits and Regulatory Authorizations, and Liability.

a. The following definitions apply to this Agreement:

i. "Wastewater" or "Effluent" means all water-carried or liquid waste products from whatever source derived that enter the Developer's Wastewater System for treatment and discharge pursuant to the terms of the Permit and state and federal law. The words "Wastewater" and "Effluent" are interchangeable.

ii. "Denton's Wastewater System" means all facilities, structures, improvements, and other property of any nature whatsoever, now or hereafter owned by the Denton, in connection with diverting, pumping, collecting, storing, transporting, treating, and discharging wastewater.

b. Ownership and title to all Wastewater passes to the City upon discharge into Denton's Wastewater System. The Developer agrees it is solely responsible for the collection and discharge of Wastewater into Denton's Wastewater System and that liability for all damages arising from the transportation and discharge of all Wastewater into Denton's Wastewater System hereunder shall remain with the Developer.

c. The Developer will support and coordinate with the City in all its efforts to obtain permits and/or regulatory authorizations related to this Agreement from State and Federal agencies having jurisdiction including, without limitation, efforts by the City involving reuse and bed and banks permitting. The Developer agrees to provide the City with documents and information requested by the City as may be reasonably required by the City for such purposes. Developer hereby waives any objection or right of protest to the City's permitting and/or authorization applications for such purposes.

d. The Developer shall have no liability for the City's operation of Denton's Wastewater System or the City's design, construction, modification, maintenance, repair, operation, or use of such facilities. However, this limitation on liability shall not be construed to extend to liability in connection with matters involving the design or construction of the WWTP or the Collection Facilities.

8. Design and Construction of Developer Sewer Facilities.

a. The City will construct the Clear Creek Interceptor and any other facilities, as needed, to extend its wastewater collection system to an area near the Sundance Development, as depicted in Exhibit "B" (the "City's Sewer Facilities").

b. The Developer shall design and construct all facilities necessary to connect the Sundance Development to the City's Sewer Facilities, including the wastewater line from the Sundance Development to the City's Sewer Facilities ("Developer Sewer Facilities") at the proposed connection point depicted in Exhibit "B". The Developer will also obtain all easements needed for the Developer to construct and the City to access and maintain the Developer Sewer Facilities.

i. If the City requires relocation of the proposed connection point more than one mile from the point depicted in Exhibit "B", the City shall reimburse the Developer for construction costs involving any additional Developer Sewer Facilities, provided that the facilities are deemed necessary by the City Engineer. The Developer shall promptly provide all information requested by the City regarding any additional Developer Sewer Facilities necessitated by relocation of the proposed connection point under this Section 8.b.

ii. All Developer Sewer Facilities constructed by Developer in accordance with this Section 8 shall be constructed in compliance with all relevant and applicable requirements of the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and any other applicable City rules or regulations relating only to water and sewer utility facilities design, specifications, construction, and operations. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of any facilities, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

iii. The City shall have the right to inspect and approve the design, construction, and alignment of the Developer Sewer Facilities, consistent with properties in the City's ETJ 1.

iv. Except as otherwise provided in Section 8.b.i., all costs associated with the construction of the Developer Sewer Facilities including, but not limited to, easement acquisition costs are solely the responsibility of the Developer.

v. Final design standards and specifications for the Developer Sewer Facilities will be subject to City review and written approval. The Developer agrees that Denton's engineers or

other representatives may inspect and test the construction of the Developer Sewer Facilities at any time to determine compliance with the City-approved designs, plans, and specifications.

vi. Prior to the City's acceptance of the Developer Sewer Facilities, the Developer shall grant all necessary easements to access, operate, and maintain the Developer Sewer Facilities. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE "PERMITTED EXCEPTIONS"), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS.**

vii. Upon the City's written acceptance of the Developer Sewer Facilities and connection of the Developer Sewer Facilities to the City's Sewer Facilities, the Developer Sewer Facilities shall be dedicated to the City without compensation by an appropriate legal instrument approved by the City Attorney.

viii. The City will notify the Developer when it initiates construction of the City's Sewer Facilities. The Developer shall begin design of the Developer Sewer Facilities and acquisition of related easements within thirty (30) days of receipt of the City's notification. City shall notify Developer that it has completed construction of the City's Sewer Facilities within thirty (30) days of such completion.

9. Connection of the Developer Sewer Facilities to the City's Sewer Facilities. The Developer must notify the City in writing as soon as practicable when the Developer is ready to connect the Developer Sewer Facilities to the City's Sewer

Facilities. Within 30 days of connection of the Developer Sewer Facilities to the City's Sewer Facilities, the City will grant approval for completing the connection, provided that connection of the facilities meets the City's specifications and the Developer has complied with all the terms and conditions in Sections 8 and 9.

10. Failure to Connect. If the Developer fails to connect the Developer Sewer Facilities to the City's Sewer Facilities within 270 days of receipt of notice from the City that (i) it has completed construction of the City's Sewer Facilities and (ii) the facilities are capable of being connected to the Developer Sewer Facilities:

a. The City may, in its sole discretion, take any action necessary to construct the facilities needed to connect the Sundance Development to the City's Sewer Facilities including, without limitation, completing the connection between the City's Sewer Facilities and the Developer Sewer Facilities at the City's desired connection point;

b. The Developer must promptly reimburse the City for all costs associated with the City's construction of the facilities necessary to connect the Sundance Development to the City's Sewer Facilities including, without limitation, costs involving the acquisition of any easements and/or real property. The Developer will also, in accordance with the terms related to easement substance, form, warranty, and defense against adverse claims in Section 8, grant to the City any easements requested by the City to connect the Sundance Development to the City's Sewer Facilities;

c. At the City's request, and at its sole discretion, the Developer will decommission and remove the WWTP from the WWTP Site and the Sundance Development in accordance with all applicable state and federal laws and regulations.

i. If the WWTP has been dedicated to the City, then, at the City's request at its sole discretion, the Developer will either (I) remove and relocate the WWTP from the WWTP Site to a City approved location or (II) remove the WWTP from the WWTP Site and dispose of it in accordance with all applicable state and federal laws and regulations. Removal, relocation, and delivery or disposal of the WWTP shall be performed at the Developer's sole expense; or

ii. If the WWTP has not been dedicated to the City, then, upon request by the City at its sole discretion, the Developer will do so without compensation and by appropriate instrument

approved by the City Attorney. Then, the Developer will remove and relocate the WWTP from the WWTP Site to a City approved location, at the Developer's sole expense. If the City declines to accept the WWTP, the Developer will remove the WWTP from the site and dispose of the WWTP in accordance with all applicable federal and state laws and regulations at the Developer's sole expense; and

d. If the Developer still possesses the Permit, it will ensure the Permit is terminated by TCEQ within one (1) year of the City's connection of the Developer Sewer Facilities to the City's Sewer Facilities.

11. Decommission and Removal of the WWTP.

a. The City shall cease operation of the WWTP within two hundred seventy (270) days after the Developer completes its connection of the Developer Sewer Facilities to the City's Sewer Facilities. The Developer shall then decommission and remove the WWTP from the WWTP Site and the Sundance Development in accordance with all applicable state and federal laws and regulations. The City shall retain ownership of the WWTP and all property used to operate and maintain the WWTP, except the WWTP Site which shall remain the property of Developer, subject the easements provided in this Agreement.

b. The Developer shall be responsible for all costs associated with removal of the WWTP from the WWTP Site and relocation or disposal under this Section.

c. Upon removal of the WWTP from the WWTP Site, the developer shall, at the City's option and at its sole discretion, either (I) relocate the WWTP to a location of the City's choice or (II) dispose of the WWTP in accordance with all applicable state and federal laws and regulations.

d. The City will terminate the Permit with TCEQ within one (1) year after the City's Sewer Facilities begin receiving wastewater flows from the Developer Sewer Facilities.

e. Within ten (10) days following the WWTP being fully decommissioned in compliance with state and federal laws and no longer capable of collecting, treating, or disposing of domestic wastewater from the Sundance Development, the Developer shall certify such decommission in writing to the City. Upon the City's receipt of the Developer's written certification of decommission, the City's access easements required in Section 4 of this Agreement shall

expire and all rights of the City to access and use of the WWTP Site shall terminate, except for those required for the continued operation of Denton's Wastewater System.

f. Any disposal of the WWTP under this Agreement, if applicable, shall be done at a disposal site or sites of the City's selection. The Developer shall provide the City with all documentation confirming transport and disposal of the WWTP.

12. The City Water Line.

a. The Developer shall construct a sixteen-inch (16") water line, in accordance with Exhibit "C" (the "City Water Line"). The City Water Line must be, at a minimum, capable of serving the 2,000 Single Family Equivalents ("SFEs") needed by the Developer. The Developer agrees the City Water Line is roughly proportional to the benefits received and burdens imposed by the Sundance Development.

i. All facilities constructed by the Developer in accordance with this Section 12 shall be constructed in compliance with the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and any other applicable City rules or regulations. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of any facilities, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

ii. All costs related to construction of the City Water Line and acquisition of any easements or rights-of-way thereto shall be the sole responsibility of the Developer.

iii. The City shall have the right to inspect and approve design, alignment, and construction of the City Water Line. Final design standards and specifications for the City Water Line will be subject to City review and written approval which shall be provided or rejected with comments within 30 days of any submission by the Developer. The Developer agrees that Denton's engineers or other representatives may inspect and test the construction of the City Water Line at any time to determine compliance with the City-approved designs, plans, and specifications. Developer must notify the City in writing of the date upon which construction is scheduled to commence so the City may assign an inspector.

b. Upon proper completion of construction of the City Water Line and all appurtenant facilities and equipment, the Developer will provide written notice to the City for final inspection of the City Water Line ("Developer's Notice"). Upon the City's approval and acceptance of the City Water Line, the Developer shall dedicate the City Water Line and all appurtenant facilities and equipment to the City without compensation. Developer's dedication of the City Water Line and appurtenant facilities and equipment shall be by an appropriate legal instrument approved by the City Attorney. Thereafter, the City Water Line and all appurtenant facilities and equipment shall be solely owned by the City, and all easements and rights-of-way obtained by the Developer shall be assigned to the City, in accordance with the terms of this Agreement.

c. Prior to the City's acceptance of the City Water Line, the Developer shall grant all necessary easements to access, operate, and maintain the City Water Line. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE "PERMITTED EXCEPTIONS"), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS.**

d. The final location of the City Water Line shall be substantially similar to the location described and illustrated in Exhibit "C" attached to this Agreement.

e. The Parties agree the City of Denton retains exclusive ownership of capacity in all the facilities under its ownership and control. The City will reserve capacity in the City Water Line to serve the Sundance Development, subject to the terms and conditions of this Agreement.

i. The Parties acknowledge that the first phase of the Sundance Development will require volumes of water sufficient to serve 500

SFEs. Future phases of the Sundance Development will require up to 1500 additional SFEs. The City acknowledges that the Developer has not yet designed the final locations and configurations of the proposed improvements within the Development Area, but the final design shall not exceed 2,000 total SFEs to be served by the City under this Agreement, and all improvements shall be on land within the Development Area.

ii. Upon the Developer's completion of construction of the City Water Line, indicated by the City's issuance of a letter of acceptance to the Developer after final inspections by City's Public Works Department, the City will reserve capacity in the City Water Line sufficient to serve 2000 SFEs within the Sundance Development at the flow rate required by TCEQ, as amended (the "Reserved Capacity").

iii. The Developer acknowledges and agrees that the capacity reservation provided by this Agreement runs with the land and shall be an appurtenance to all land included in the Sundance Development. Developer acknowledges that recordation of this Agreement in the real property records of Denton County within ten calendar (10) days of the Effective Date of this Agreement is required; otherwise, the Developer will not be entitled to the Reserved Capacity provided herein and the reservation will expire. The Developer shall record this Agreement and provide a recorded copy to the City's Director of Development Services within the earlier of ten (10) days of the Effective Date of this Agreement or before any transfer of property owned by Developer within the Sundance Development or any of the SFEs, whichever is sooner.

iv. The Reserved Capacity may not be assigned except for successors in interest to all or portions of the property owned by the Developer within the Sundance Development. Developer must provide notice to the City indicating how much of the Reserved Capacity is being assigned ("Capacity Request"). The Capacity Request shall be reviewed and approved in writing by the City, which approval shall not be unreasonably withheld or denied. SFEs may not be divided or partially assigned.

v. **THE DEVELOPER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF DENTON FROM ANY AND ALL CLAIMS OF THIRD PARTIES ARISING OUT OF THE DEVELOPER'S TRANSFER OR ASSIGNMENT OF RESERVED CAPACITY UNDER THIS**

AGREEMENT TO THE DEVELOPER'S SUBSEQUENT PURCHASERS, SUCCESSORS, AND ASSIGNS.

vi. The Reserved Capacity provided by this Agreement shall expire five (5) years from the Effective Date or upon termination of this Agreement. The Developer shall have the option to extend the City's capacity reservation obligation under this Agreement for an additional period of no more than five (5) years ("Reservation Extension"). To obtain a Reservation Extension, the Developer must submit a written extension notification to the City prior to expiration of the reservation. The Reservation Extension will begin upon the City's receipt of the notification. The Developer shall only be entitled to two (2) Reservation Extensions.

13. Impact Fees. Impacts fees are due under this Agreement in accordance with the City's Impact Fee Ordinance, as amended. The Parties agree that the City Water Line is not eligible to receive impact fee credits. Impact fee credits, if any, provided under this Agreement are subject to applicable City ordinances, rules, policies, and procedures, each as amended.

14. Term. This Agreement commences on the Effective Date and expires, unless otherwise terminated, upon removal of the WWTP from the WWTP Site and the completion of all other obligations for construction of facilities and payments by the Parties.

15. Development Contracts and Bonds Required. For all water and wastewater facilities constructed by Developer under this Agreement:

a. Developer and any contractor performing construction shall execute a Development Contract for Public Improvements with the City using the contract form approved by the Denton City Council; and

b. Developer, or any contractor performing construction, shall obtain and tender payment, performance, and maintenance bonds in the full amount of the construction cost. The maintenance bonds shall be for a term of two years from the date of the City's final acceptance of the water and/or wastewater facilities by the City and guarantee the work and materials of the facilities to be free from defects or need for repair. All bonds shall name the City as an obligee with a surety acceptable to the City. The bond forms must be those approved by the Denton City Council for a Development Contract for Public Improvements.

16. Assignment. This Agreement shall not be assigned by the City. The Developer may assign this Agreement, in whole or in part, to a subsequent landowner or developer. Developer may only assign this agreement, in whole or in part, upon written notice thereof to the City, with

the City Manager or their designee's written consent, and upon such assignee's agreement to be bound by the terms of this Agreement.

17. Termination.

a. Breach and Non-Appropriation. The City, at the City's option and without prejudice to any other remedy City may be entitled to at law, in equity, or elsewhere under this Agreement, may terminate this Agreement in whole or in part for breach that is not cured in compliance with Section 33 or for non-appropriation under Section 37.

b. Deadline. Notwithstanding any other provision of this Agreement, this Agreement shall terminate if after ten (10) years from the Effective Date any of the following conditions exist:

i. The Developer fails to construct the WWTP or the Collection Facilities and dedicate them to the City;

ii. The Developer fails to construct the Developer Sewer Facilities, dedicate the Developer Sewer Facilities to the City, or connect the Developer Sewer Facilities to the City's Sewer Facilities; or

iii. The Developer fails to construct the City Water Line and dedicate it to the City.

c. Capacity Deadline. Notwithstanding any other provision of this Agreement, the Reserved Capacity shall terminate if dedication of the City Water Line to the City has not occurred within ten (10) years of the Effective Date.

d. Dedication of Facilities After the Deadline. In the event this Agreement is terminated under Section 17.b., the City Water Line, including any portions partially constructed, shall nevertheless be dedicated to the City by the Developer without compensation by an appropriate legal instrument approved by the City Attorney, along with any associated easements and rights of way.

18. Addresses and Notice. Unless otherwise provided herein, any notice, notification, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail, registered or certified, and addressed to the party to be notified, with return receipt requested. Notice deposited in the mail in the manner described above shall be conclusively

deemed to be effective upon receipt, unless otherwise stated herein. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Denton, to:

City Manager
City of Denton
215 E McKinney Street
Denton, Texas 76201

If to the Developer to:

L. Michael Hersom
15 Paradise Plaza
PMB 377
Sarasota, FL 34239

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' prior written notice to the other parties hereto.

19. Nonwaiver and Remedies.

a. A Party's right in the future to demand strict compliance and performance under this Agreement is not diminished because, whether through decision or oversight, that Party has not enforced a provision of this Agreement or has not enforced breach or nonperformance in the past, whether periodically or for long duration. Also, a Party's right in the future to demand strict compliance and performance with this Agreement is not diminished because, whether through decision or oversight, the other Party has not enforced the same or a similar provision of this Agreement or does not enforce the same or a similar breach or nonperformance, whether periodically or for long duration. To the extent a right or benefit in this Agreement is expressly waived in writing by a Party, such waiver will not be applied other than strictly in accordance with the conditions expressed in such express written waiver and will not be implied to be continuing in nature.

b. Except to the extent expressly provided otherwise, all remedies existing at law or in equity may be availed of by the City and shall be cumulative including, without limitation, specific performance,

and the City shall be entitled to any reasonable attorney's fees, costs, or other expenses incurred in bringing or defending any action, as may be awarded by a tribunal of competent jurisdiction.

20. Force Majeure.

a. In the event any Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, shall be suspended during the continuance of the inability provided however, that due diligence is exercised to resume performance at the earliest practical time.

b. As soon as reasonably possible after the occurrence of the Force Majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of the Force Majeure to the other Party, shall provide weekly written updates describing its efforts to mitigate or cure the Force Majeure condition(s), and shall provide written notice at the time that the Force Majeure conditions have ceased. The cause, as far as possible, shall be remedied with all reasonable diligence.

c. The term "Force Majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, epidemic, pandemic, and any other inabilities of either Party to be able to perform, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care.

21. INDEMNIFICATION. THE DEVELOPER AGREES TO DEFEND, INDEMNIFY, AND HOLD DENTON, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY LIABILITY IN CLAIMS, ADMINISTRATIVE PROCEEDINGS OR LAWSUITS FOR JUDGMENTS, PENALTIES, FINES, COSTS, EXPENSES AND ATTORNEY'S FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, OR FOR VIOLATIONS OF STATE OR

FEDERAL LAWS OR REGULATIONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY: A BREACH OF THIS AGREEMENT BY THE DEVELOPER; (B) THE NEGLIGENT ACT OR OMISSION OF THE DEVELOPER, ITS DIRECTORS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT OR IN THE DEVELOPER'S OPERATIONS; OR (C) THE CONDUCT OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS THAT CONSTITUTES A VIOLATION OF STATE OR FEDERAL LAWS OR REGULATIONS OR OF PERMIT PROVISIONS. HOWEVER, THE INDEMNITY STATED ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING EXCLUSIVELY FROM THE SOLE NEGLIGENCE OF DENTON, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS.

22. Entire Agreement. This Agreement, including any exhibits and/or addendums attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein.

23. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other Party of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein. The Parties agree that they have equally participated in the drafting of this Agreement with the assistance of legal counsel and that neither Party shall receive any benefit of interpretation of its terms on the basis of relative contribution to the drafting process.

24. Captions. The captions of the various sections and paragraphs herein are intended for convenience or reference only and shall not define or limit any of the terms or provisions hereof.

25. Venue. Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction with venue in Denton County, Texas.

26. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Denton County, Texas.

27. Governmental Immunity Not Waived. Denton does not waive, nor shall it be deemed hereby to waive, any immunity or defense that would otherwise be available against claims made or arising from any act or omission resulting from the Agreement.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

29. Amendment. No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the City and the Developer respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

30. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the Developer. Neither the City nor the Developer intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the Developer.

31. Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit "A"- Development Area Map and Description
Exhibit "B" - City's Sewer Facilities
Exhibit "C" - City Water Line
Exhibit "D" - Wastewater Treatment Plant Site

32. Survival of Certain Rights and Obligations. Notwithstanding any provision of this Agreement to the contrary and without limitation of any other provisions of this Agreement that specify survival of rights and obligations, all rights and obligations of the Parties under this Agreement which by their nature are intended to survive shall survive.

33. Breach. If a Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have sixty (60) days to cure the breach. If the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party shall have all rights and remedies at law and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith. However, this Agreement may only be terminated due to breach as stated in Section 17 of this Agreement.

34. Counterparts. This Agreement may be executed in multiple counterparts, which when taken together shall be deemed to be an original.

35. Necessary Documents and Actions. Each Party agrees to execute and deliver all other and further instruments and undertake actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

36. Authority. By execution of this Agreement on its behalf, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by its governing body. The Parties represent and warrant that their respective signatories to this Agreement have corporate or organizational authority to execute this Agreement.

37. Non-Appropriation. Notwithstanding any provisions contained herein, the obligations of the City under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. The Developer shall not have a right of action against the City in the event the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. If the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the City, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice at the earliest possible time prior to the end of its fiscal year.

38. Relationship of the Parties And No Grant of Equity or Ownership. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. The Developer shall be an independent contractor pursuant to this Agreement. Developer does not have any express or implied right or authority to assume or create any obligations on behalf of the City or to bind the City to any contract, agreement, or undertaking with any third party. Neither this Agreement, nor any acts of the Parties hereunder, nor any payments, may be interpreted or construed as granting or otherwise vesting in the Developer any right, title, interest, or equity in the Denton's Wastewater System, or any element thereof.

39. Incorporation. The recitals in the preamble above are hereby incorporated in their entirety as if fully set out herein.

40. Developer Certifications.

a. Pursuant to Section 2270.002 of the Texas Government Code, the Developer hereby (i) represents that it does not boycott Israel and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001 of the Texas Government Code.

b. The Developer hereby represents that (i) it does not engage in business with Iran, Sudan, or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153 of the Texas Government Code as a company

known to have contracts with or to provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151 of the Texas Government Code.

c. Developer acknowledges that, in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

d. Developer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

e. The City of Denton may terminate this Agreement immediately without any further liability if the City of Denton determines, in its sole judgment, that this Agreement meets the requirements under Chapter 2275 of the Texas Government Code and Developer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or any other designated country; (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or any other designated country; or (iii) is headquartered in China, Iran, North Korea, Russia, or any other designated country.

---SIGNATURE PAGES TO FOLLOW---

CITY OF DENTON

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By:_____

CASSEY OGDEN, INTERIM CITY MANAGER

By:_____

Date:_____

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2026 by Cassey Ogden , Interim City Manager of the City of Denton, Texas on behalf of said city.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

By:_____

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

_____ _____
SIGNATURE PRINTED NAME

_____
TITLE

_____
DEPARTMENT

636 Denton Dev Company, LLC

By: _____

Name: Devon S. Rushnell

Title: Vice President

Date: May 26 TW, 2026

STATE OF FLORIDA §
§
COUNTY OF Hernando §

This instrument was acknowledged before me on May 26th TW, 2026 by Devon S. Rushnell, Vice President of 636 Denton Dev Company, LLC.

TINA WESTLAKE
Notary Public - State of Florida
Commission # HH 772524
My Comm. Expires Feb 26, 2030
Bonded through National Notary Assn.

_____
Notary Public, State of Florida

Exhibit A- Property

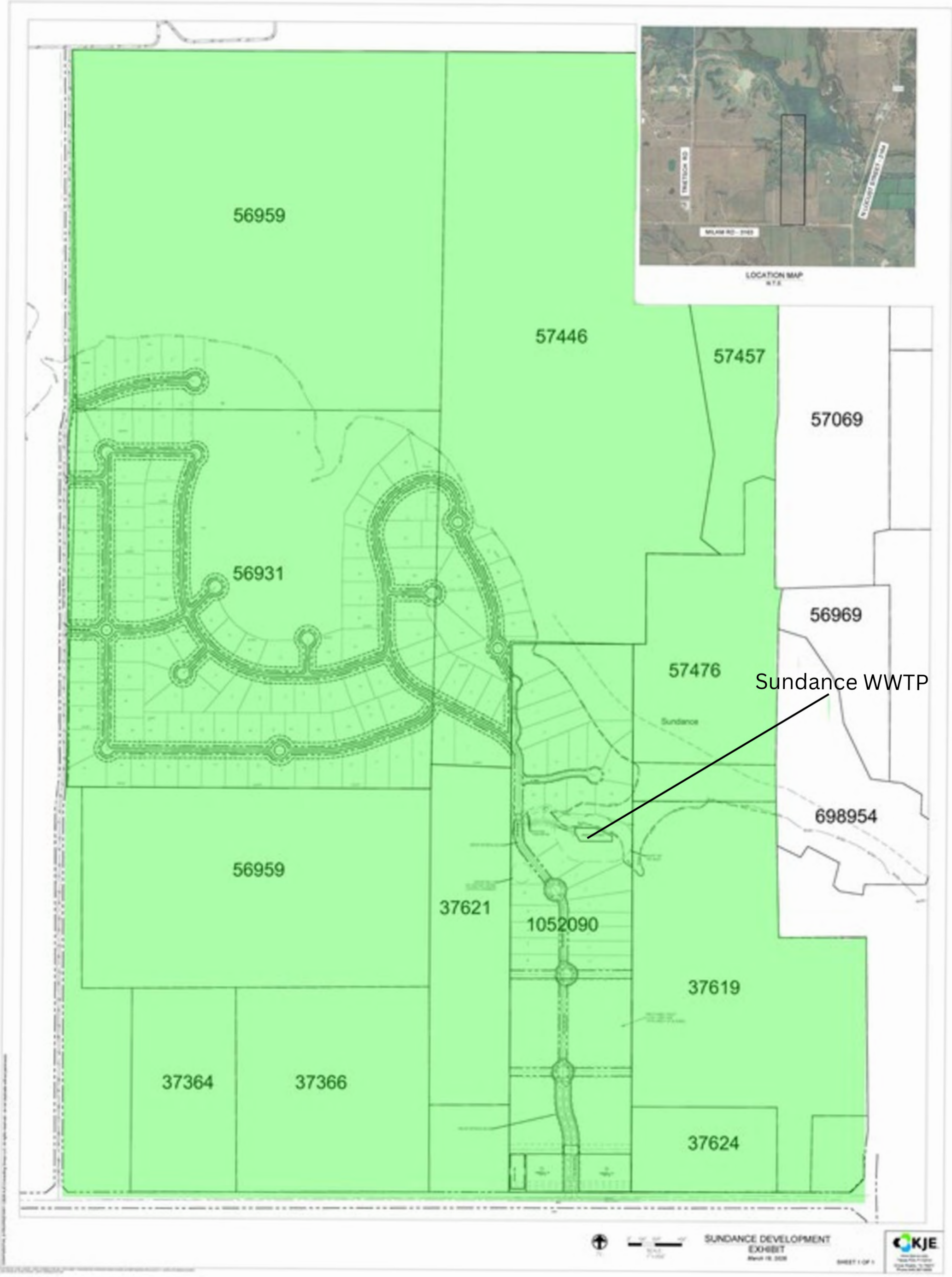
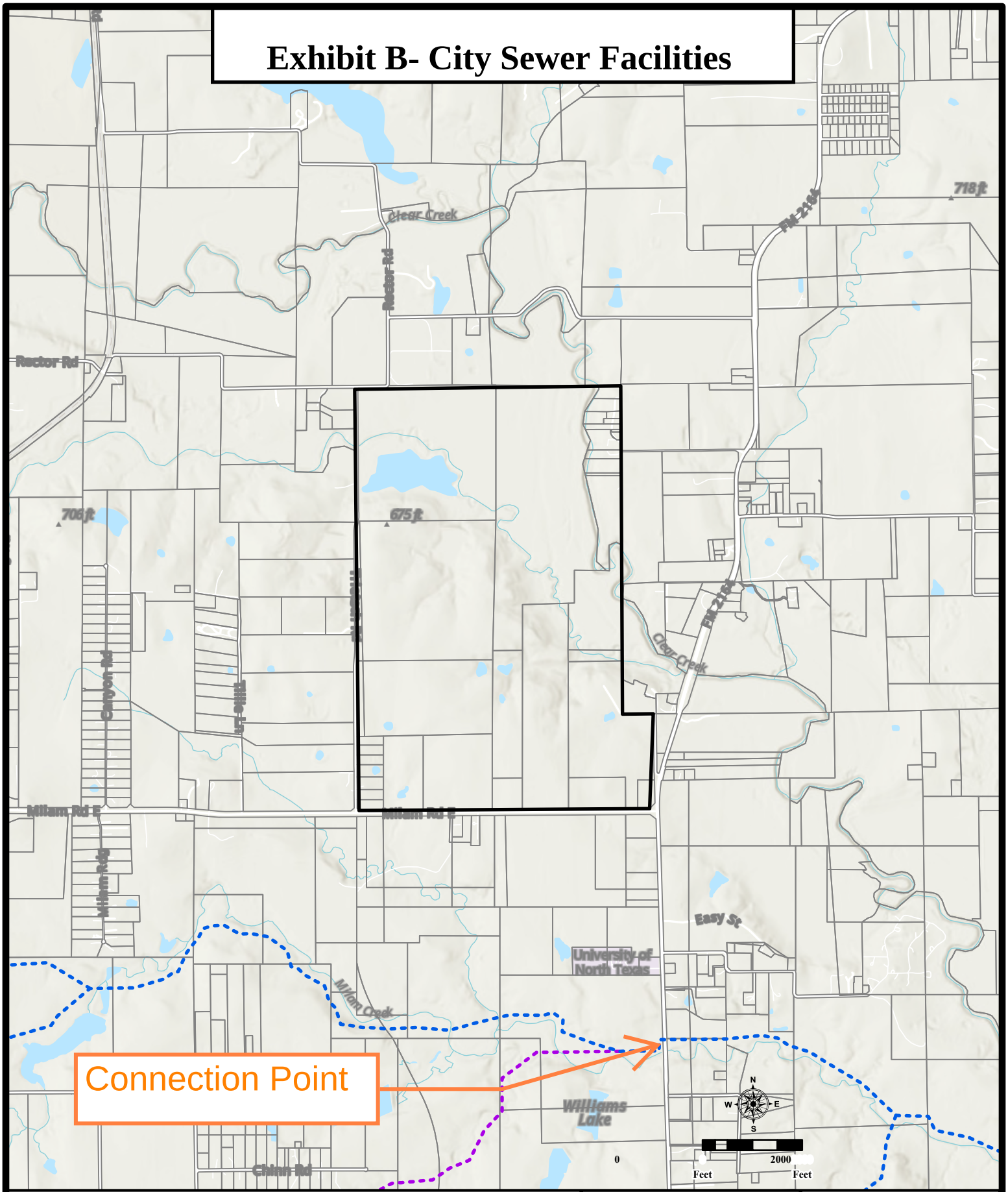


Exhibit B- City Sewer Facilities



Legend

- City Sewer Facilities
- Sundance Development

Spatial Reference: *NAD 1983 StatePlane Texas North Central FIPS 4202 Feet*
Author: *- 2930105*
Date: *5/26/2026 9:46 AM*

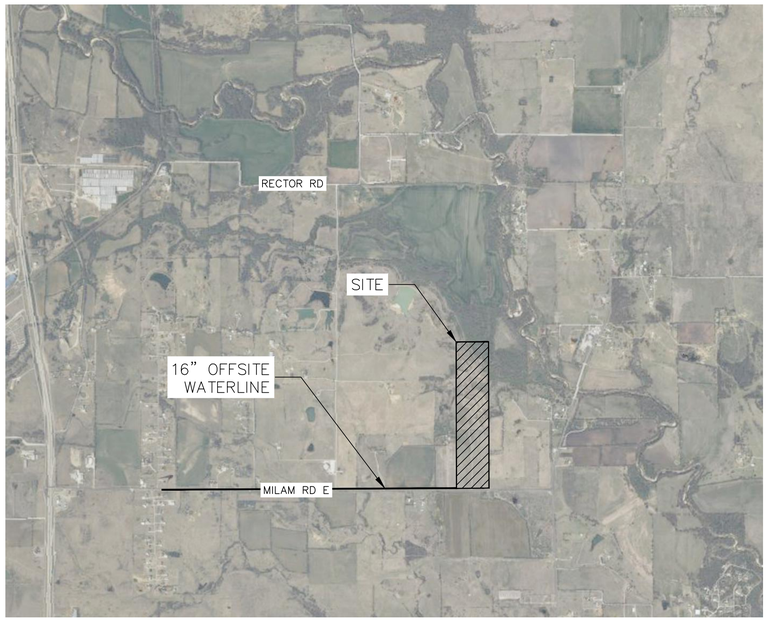
This information is solely for general reference and is not to be relied upon for legal, engineering, or surveying purposes. It does not replace an on-site survey and provides only an approximate location of property boundaries. While every effort has been made to ensure accuracy, no guarantee is implied. The use of this map indicates acknowledgment that the data may not be entirely accurate.

CITY OF DENTON
Inclusion • Collaboration • Quality Service
Strategic Focus • Fiscal Responsibility

Path: C:\Users\2930105\Documents\ArcGIS\Projects\MyProject19\MyProject19.aprx

636 DENTON DEV. COMAPANY, LLC
SUNDANCE
WATER PLAN

DENTON COUNTY, TEXAS
JUNE 2026



VICINITY MAP
SCALE: 1" = 2,000'
N

SHEET INDEX	
ON-SITE CONSTRUCTION	
C-01	COVER SHEET
C-02	OVERALL OFFSITE WATER PLAN
C-03	OFFSITE WATER PLAN I
C-04	OFFSITE WATER PLAN II
C-05	OFFSITE WATER PLAN III
C-06	OFFSITE WATER PLAN IV
C-07	OFFSITE WATER PLAN V
C-08	OFFSITE WATER PLAN VI
C-09	OFFSITE WATER PLAN VII
C-10	OFFSITE WATER PLAN VIII
C-11	OFFSITE WATER PLAN IX
C-12	OFFSITE WATER PLAN X

ENGINEER

KEVIN J. WARE
500 MOSELEY ROAD
CROSS ROADS, TX 76227
PHONE: 940-387-0805
FAX: 940-387-0830
EMAIL: kware@kje-us.com
(TBPE F-12214)

DEVELOPER

636 DENTON DEV COMPANY LLC
LOGAN BREEN
1491 2ND ST STE B
SARASOTA, FL, 34236
PHONE: 941-928-7297
EMAIL: LOGANCB0522@GMAIL.COM

Note: This is a draft water line design for illustration purposes and the design has not been reviewed or approved by the City of Denton.

NO.	REVISION DESCRIPTION	DATE

CONSULTANT:

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN WARE (TEXAS P.E. NO. 136599), ON 11/13/2023. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

SEAL:

KJE
500 Moseley Road
Cross Roads, Texas 76227
Phone (940) 387-0805
Fax (940) 387-0830
(TBPE # F-12214)

COVER SHEET

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

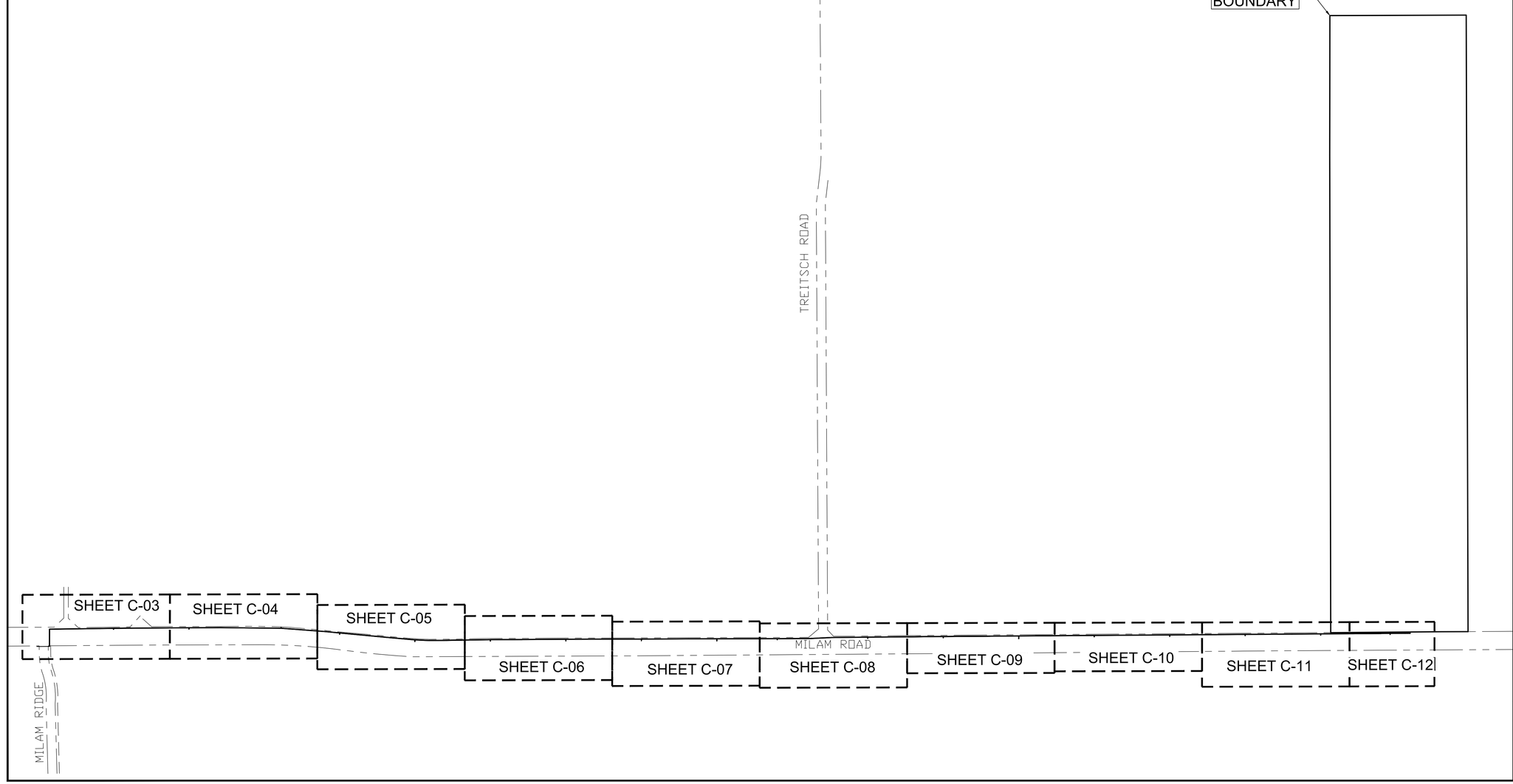
DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-01**

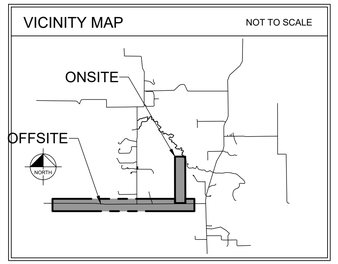
PLOT: 6/1/2026 5:37 PM FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\01_COVER SHEET.dwg DATE: 6/1/2026

WATER GENERAL NOTES

1. FIRE HYDRANTS, VALVES, FITTINGS, ETC. SHOWN AS A GRAPHICAL REPRESENTATION ONLY. CONTRACTOR TO LOCATE AND CONSTRUCT THESE IMPROVEMENTS BASED ON THE CURRENT CITY/JURISDICTIONAL DESIGN STANDARDS AND DETAILS. CONTRACTOR TO NOTIFY ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED PRIOR TO BEGINNING CONSTRUCTION.
2. WATER AND SANITARY SEWER SEPARATION (VERTICAL AND HORIZONTAL) SHALL BE MAINTAINED IN ACCORDANCE WITH TCEQ REQUIREMENTS.
3. CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. FIRE HYDRANT ASSEMBLY INCLUDES ALL FITTINGS, TEES AND VALVES.
5. ALL FIRE HYDRANTS TO BE LOCATED AT PCCRS OR LOT LINES.
6. ALL OFFSITE WATERLINES ARE 16".
7. ALL WATER LINE CURVES ARE CONCENTRIC AND PARALLEL TO THE STREET CENTERLINES UNLESS OTHERWISE NOTED.
8. ALL GATE VALVES AND WATER METERS SHALL BE PLACED CLEAR OF BARRIER-FREE RAMPS.
9. ADJUSTED SERVICES DUE TO CONFLICTS (I.E. MANHOLES, INLETS, TRENCH CONFLICTS OR NON-STANDARD PLACEMENT) = *
10. MAINTENANCE BONDS IN THE AMOUNT OF 110% OF THE TOTAL CONSTRUCTION COST FOR A PERIOD OF 2 YEARS WILL BE REQUIRED FOR THE WATER AND SANITARY SEWER INFRASTRUCTURE.







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NO.	REVISION DESCRIPTION	DATE

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500 Moseley Road
Cross Roads, Texas 76227
Phone (940) 387-0805
Fax (940) 387-0830
(TBPE # F-12214)

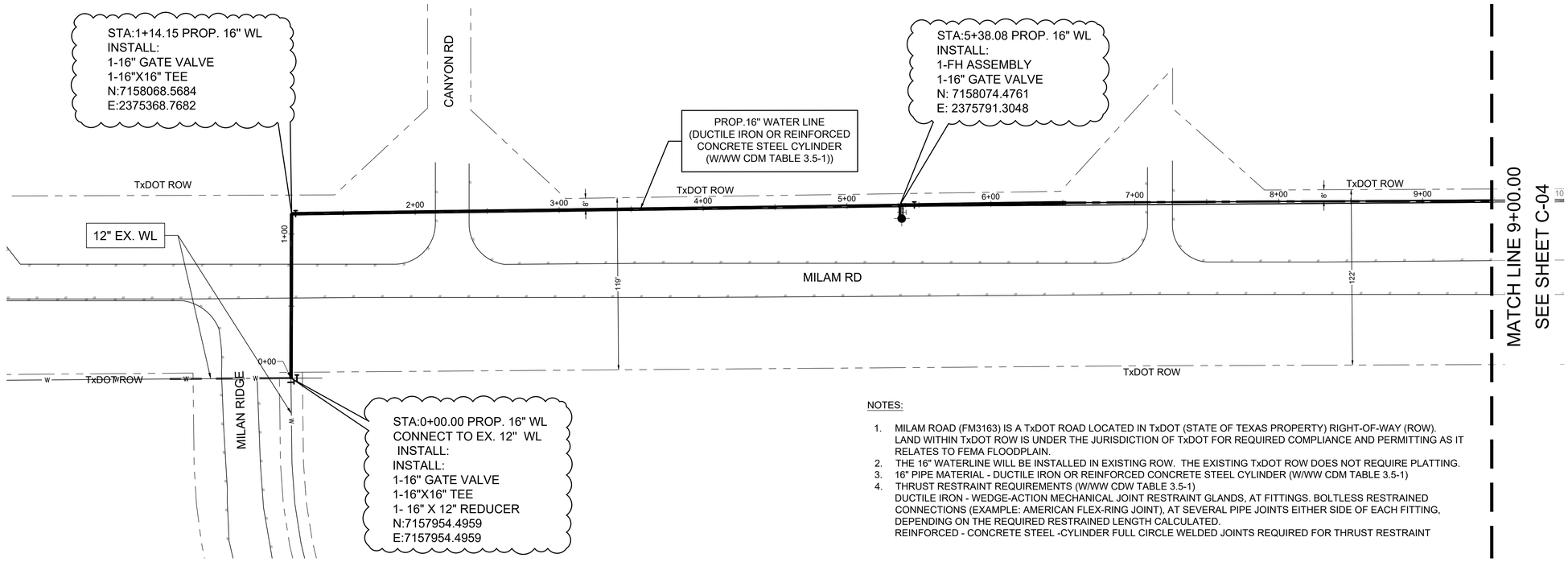
OVERALL OFFSITE WATER PLAN

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-02**

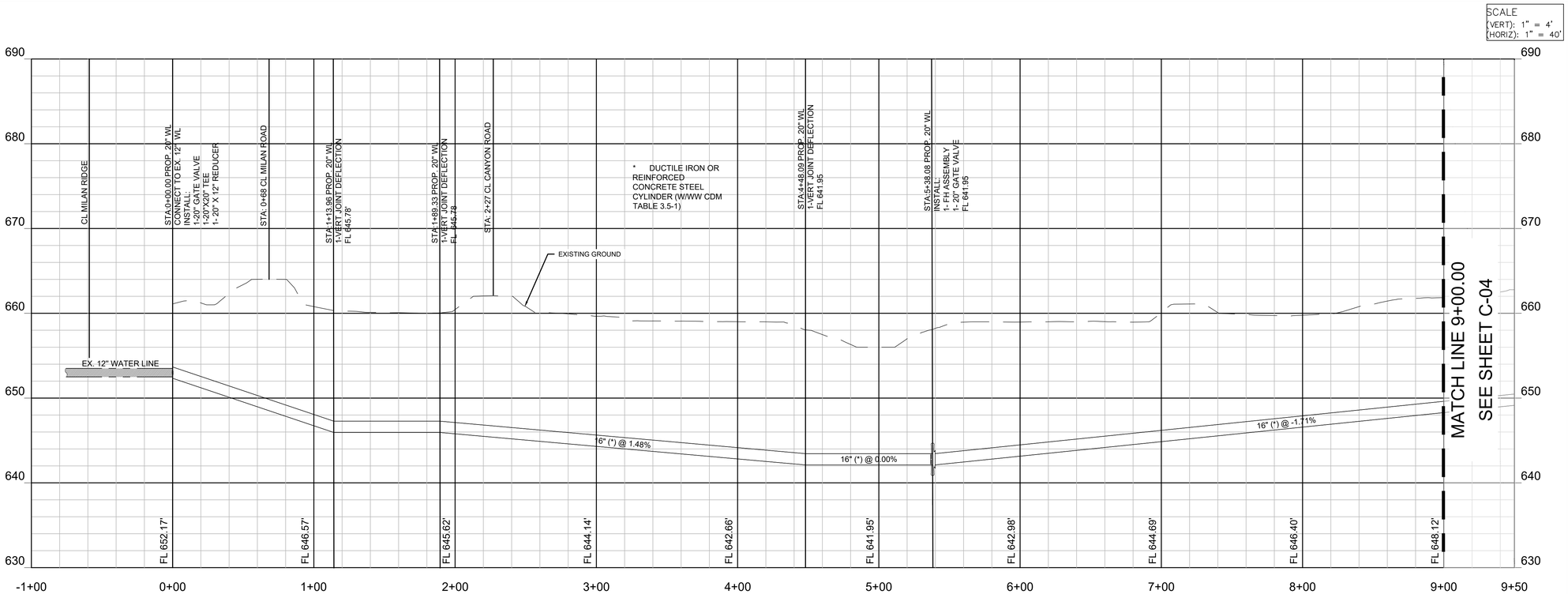
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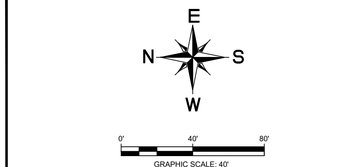


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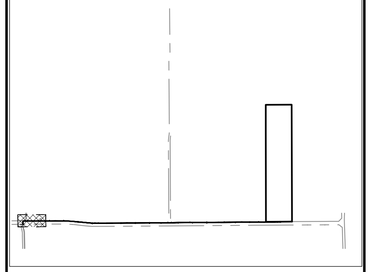
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   REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16"PVC MAIN WATER





KEY MAP
NOT TO SCALE



!!WARNING!!

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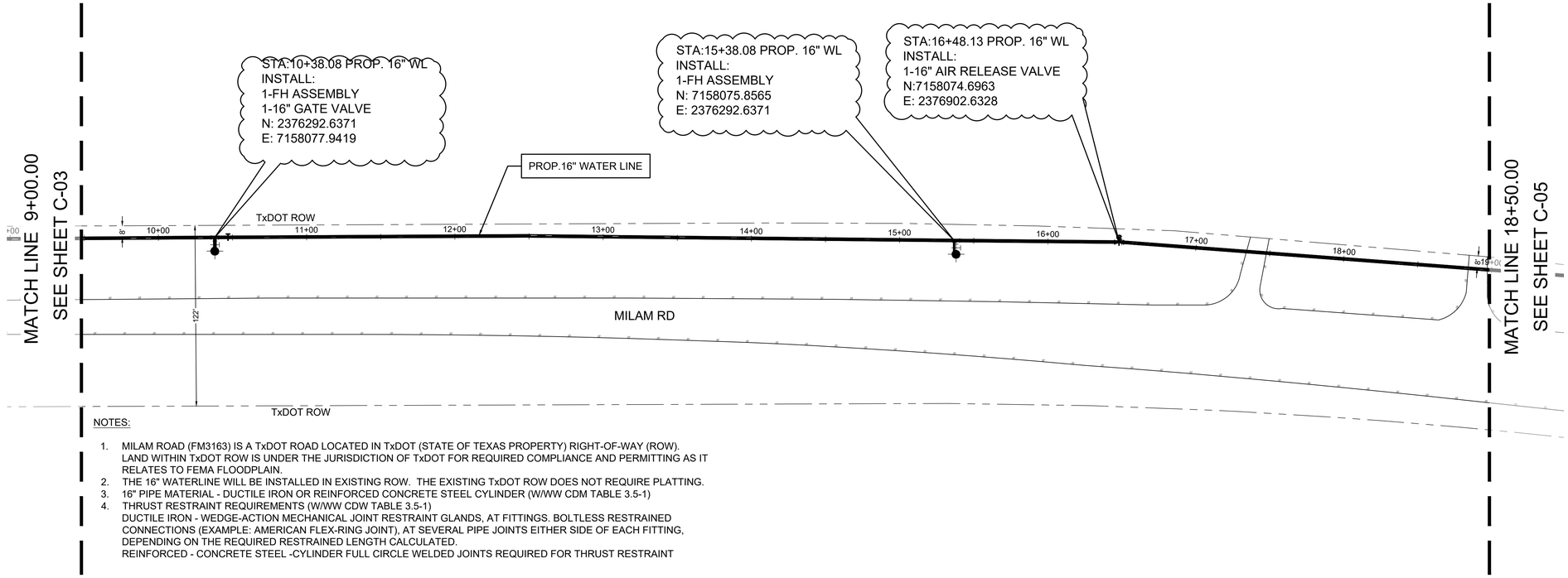
OFFSITE WATER PLAN I

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-03**

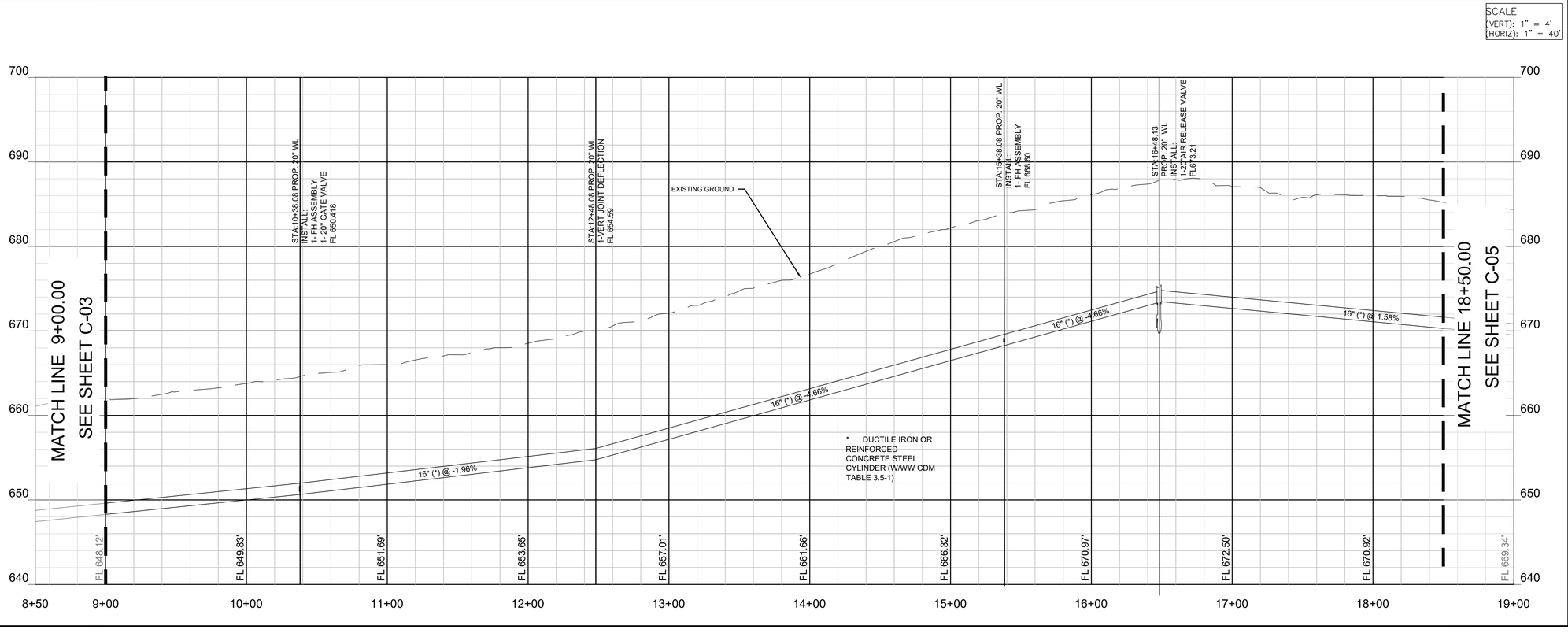
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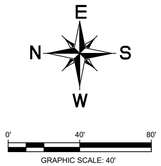


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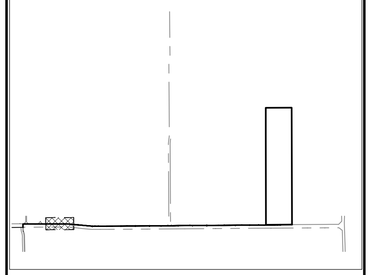
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MILAM RD E 16"PVC MAIN WATER





KEY MAP



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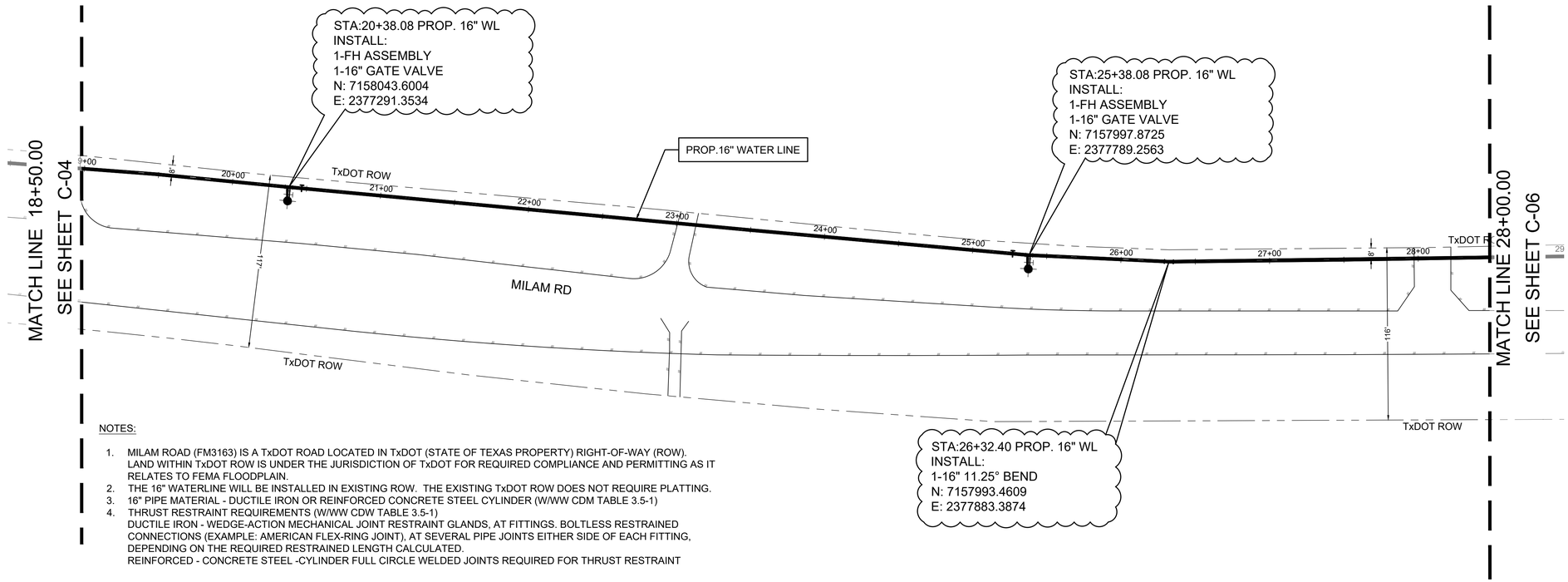
OFFSITE WATER PLAN II

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-04**

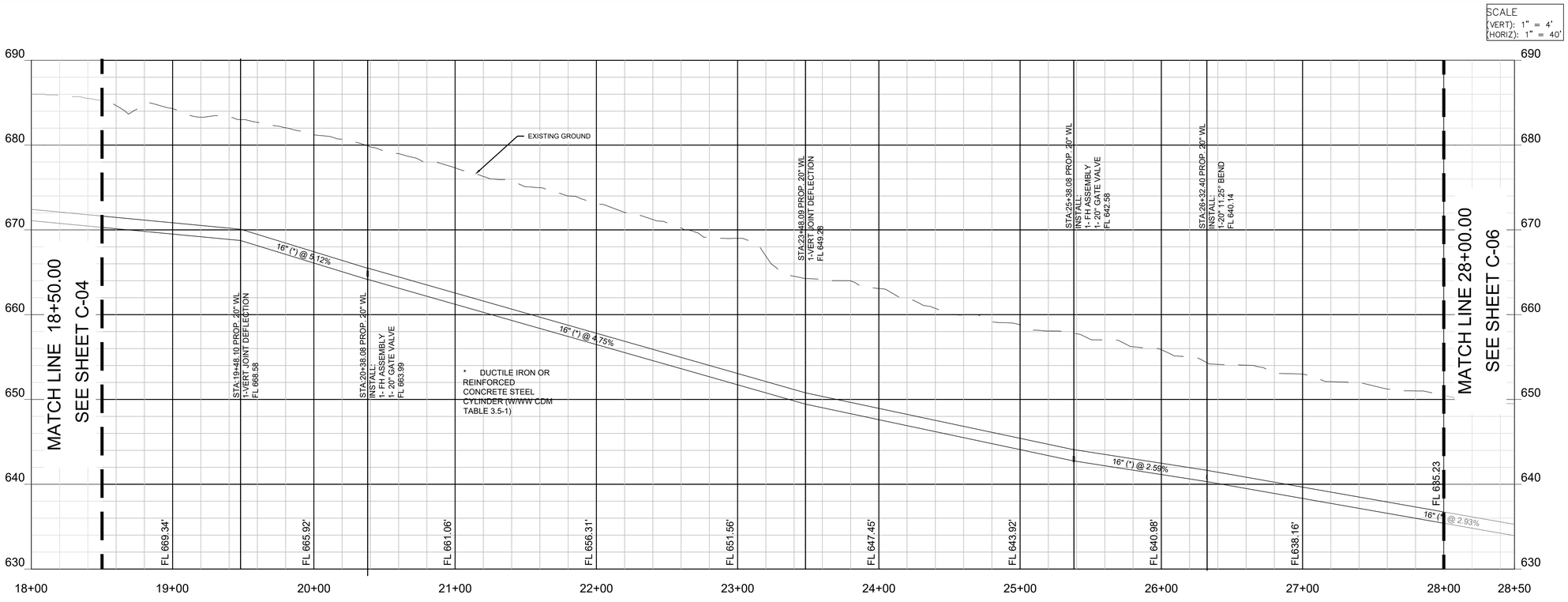
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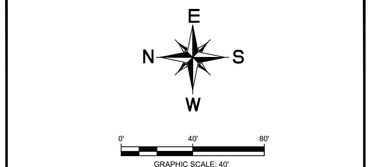


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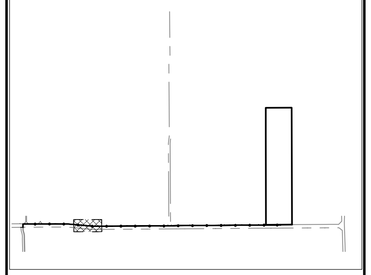
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   REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16"PVC MAIN WATER





KEY MAP



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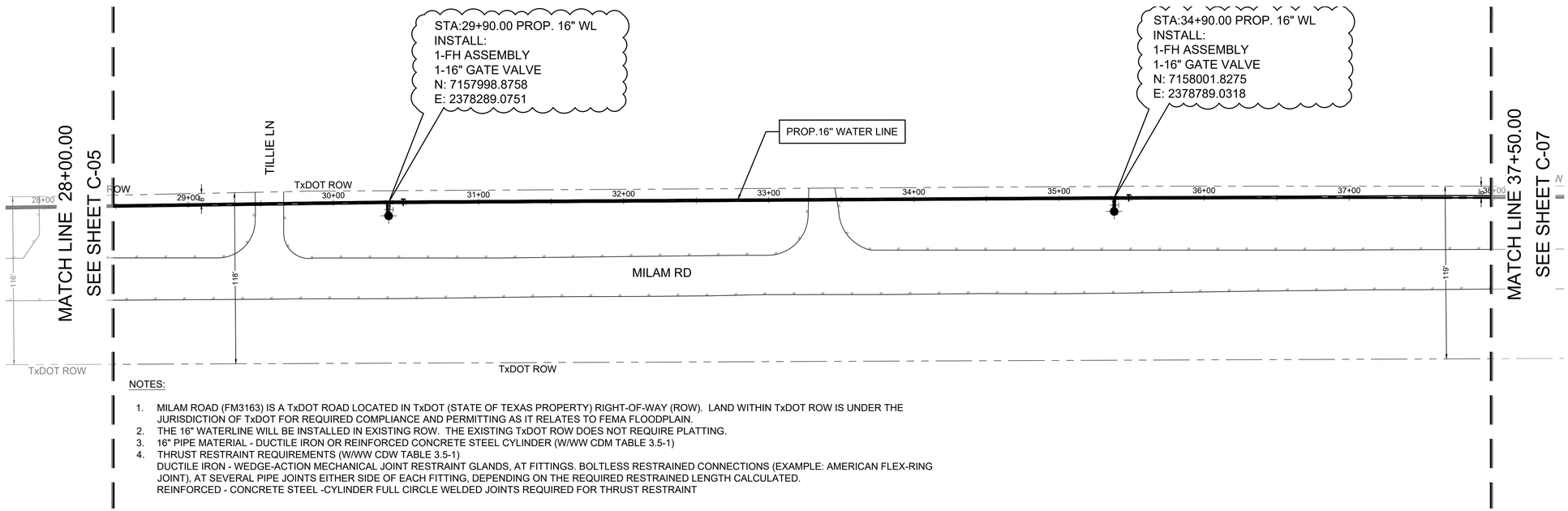
OFFSITE WATER PLAN III

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-05**

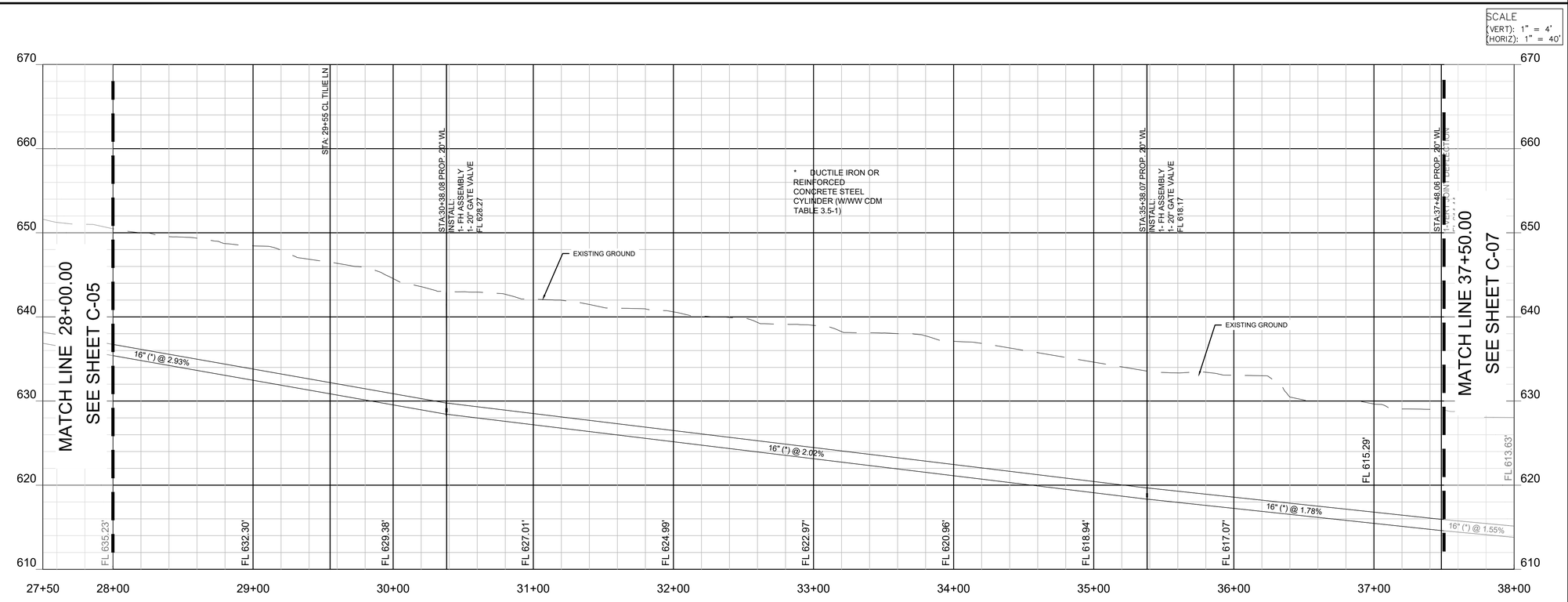
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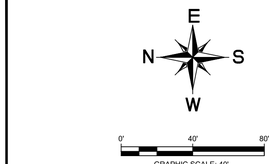


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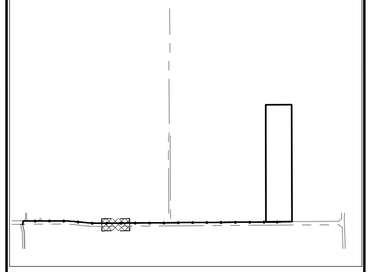
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MILAM RD E 16"PVC MAIN WATER





KEY MAP



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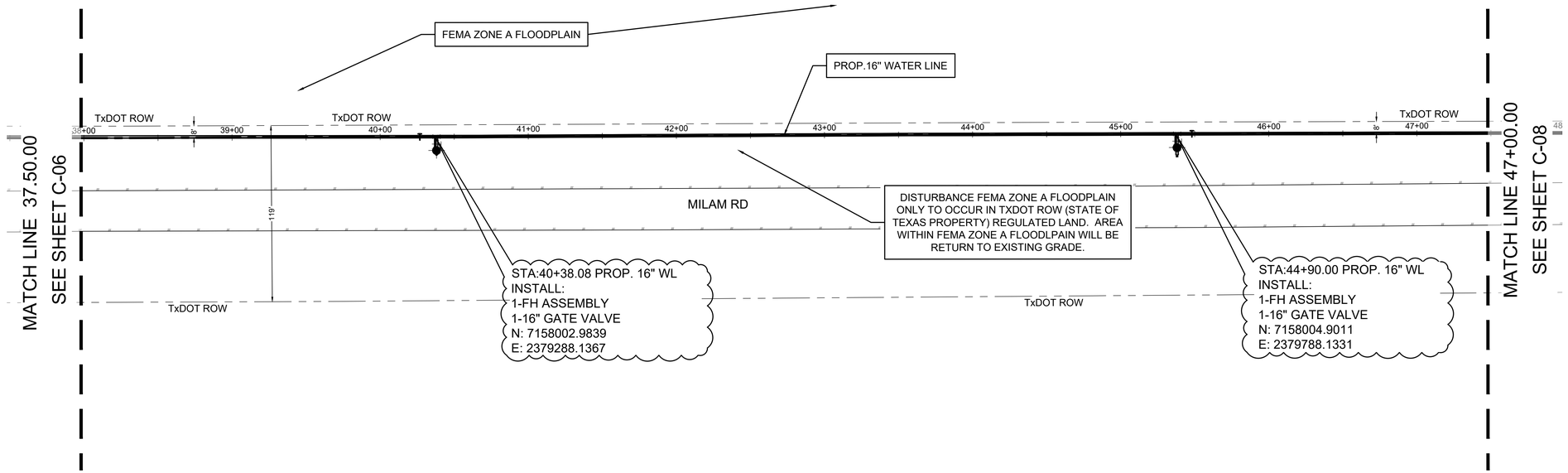
OFFSITE WATER PLAN IV

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-06**

PLOT: 6/1/2026 6:05 PM FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026

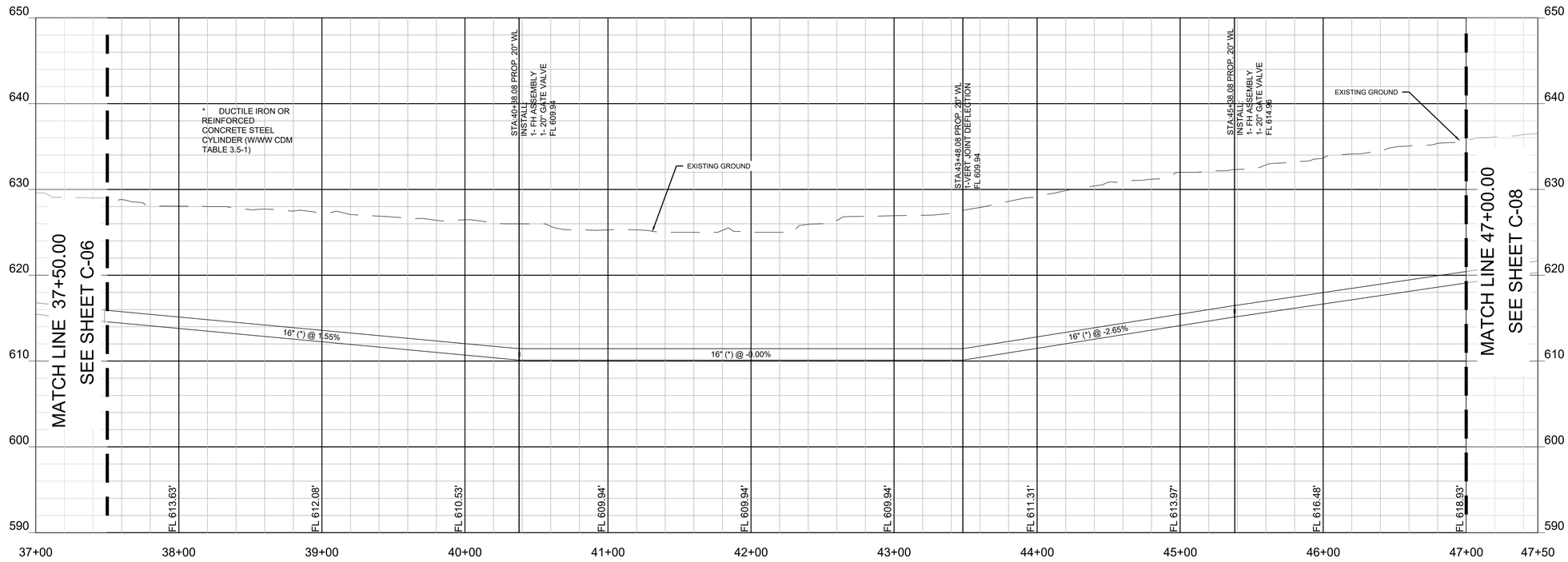


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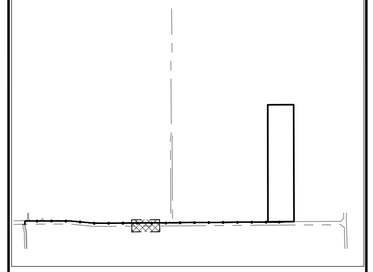
MILAM RD E 16"PVC MAIN WATER

SCALE
(VERT): 1" = 4'
(HORIZ): 1" = 40'





KEY MAP



UTILITY LEGEND

- EXISTING ROW LINE
- W — EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE

NOTE: INCLUDE THE FOLLOWING NOTE ON WATER AND/OR UTILITY PLANS: TAPS MADE TO EXISTING WATERLINES OR RELOCATION OF FIRE HYDRANT SHALL BE DONE BY THE CITY OF DENTON AT THE CONTRACTOR'S EXPENSE. CONTACT THE WATER DEPARTMENT AT 940-349-7181.

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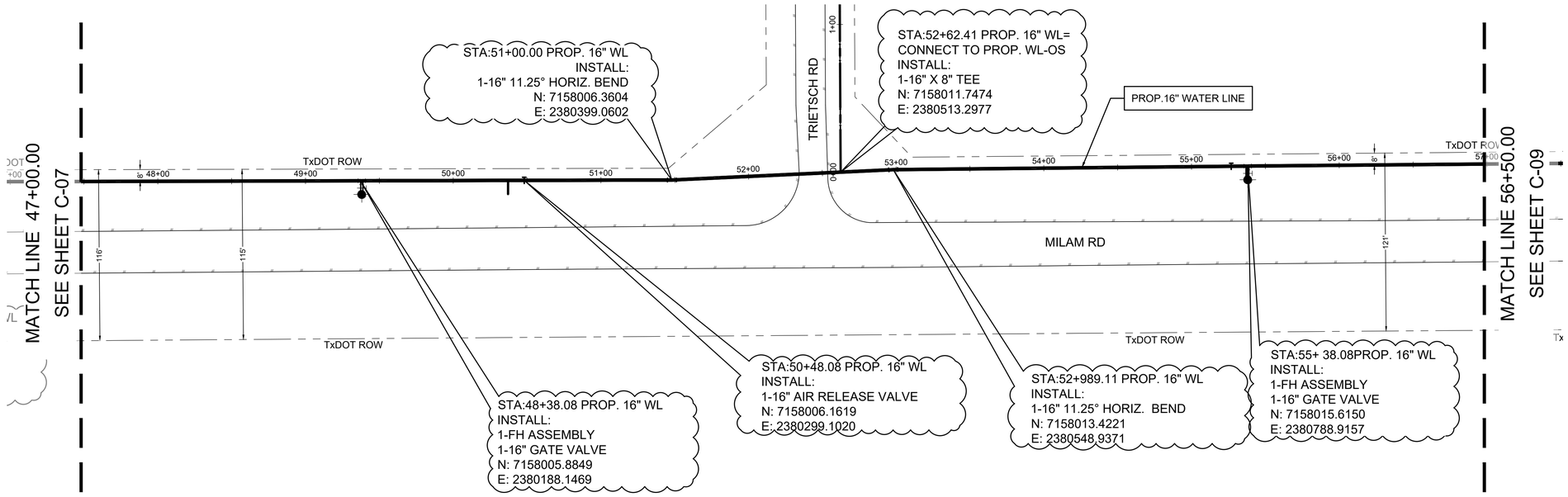
OFFSITE WATER PLAN V

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-07**

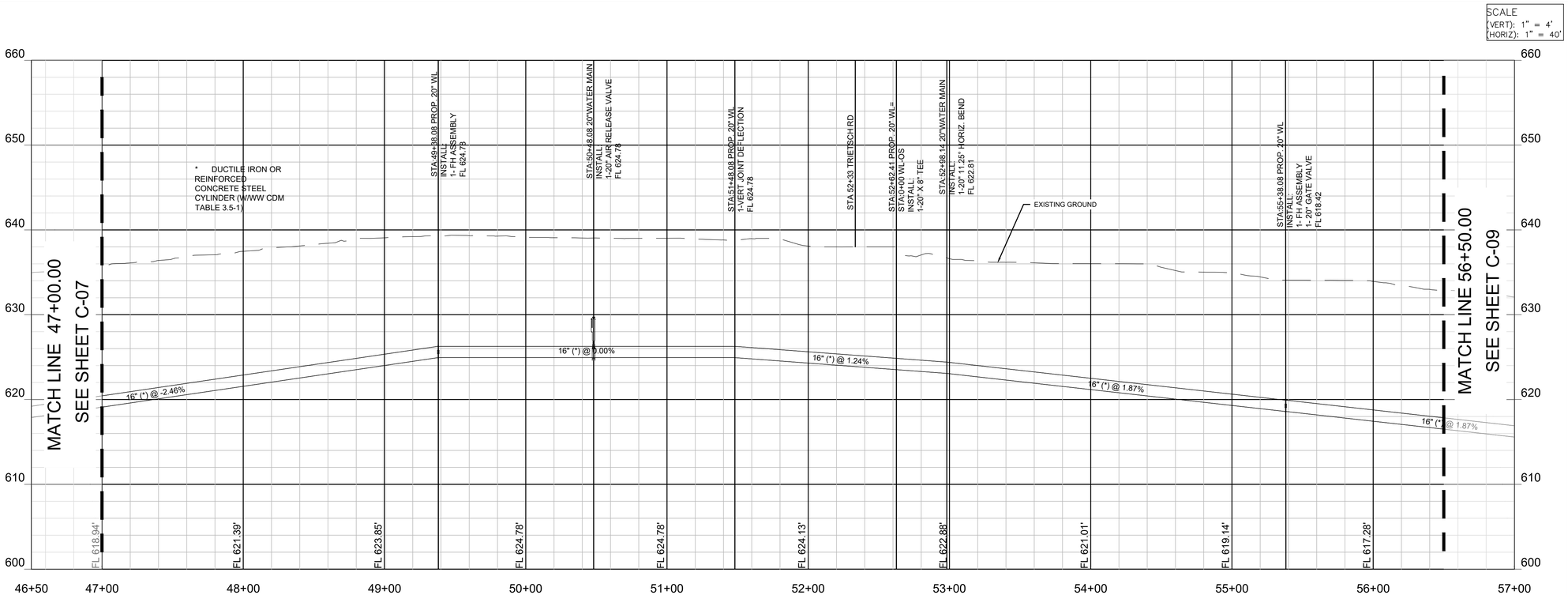
PLOT: 6/1/2026 6:05 PM FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026

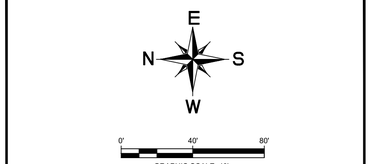


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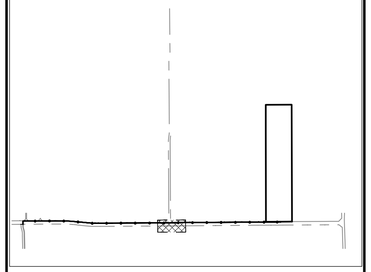
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   REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16"PVC MAIN WATER





KEY MAP



UTILITY LEGEND

- EXISTING ROW LINE
- W — EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE

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NO.	REVISION DESCRIPTION	DATE

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(TBPE # F-12214)

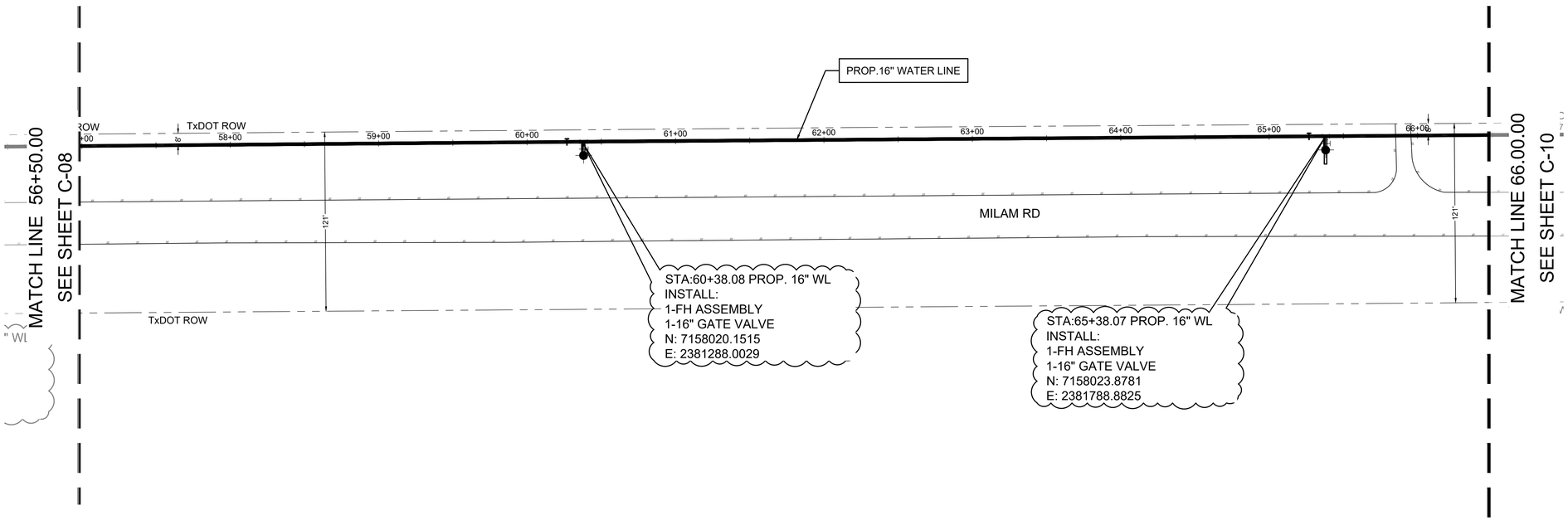
OFFSITE WATER PLAN VI

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-08**

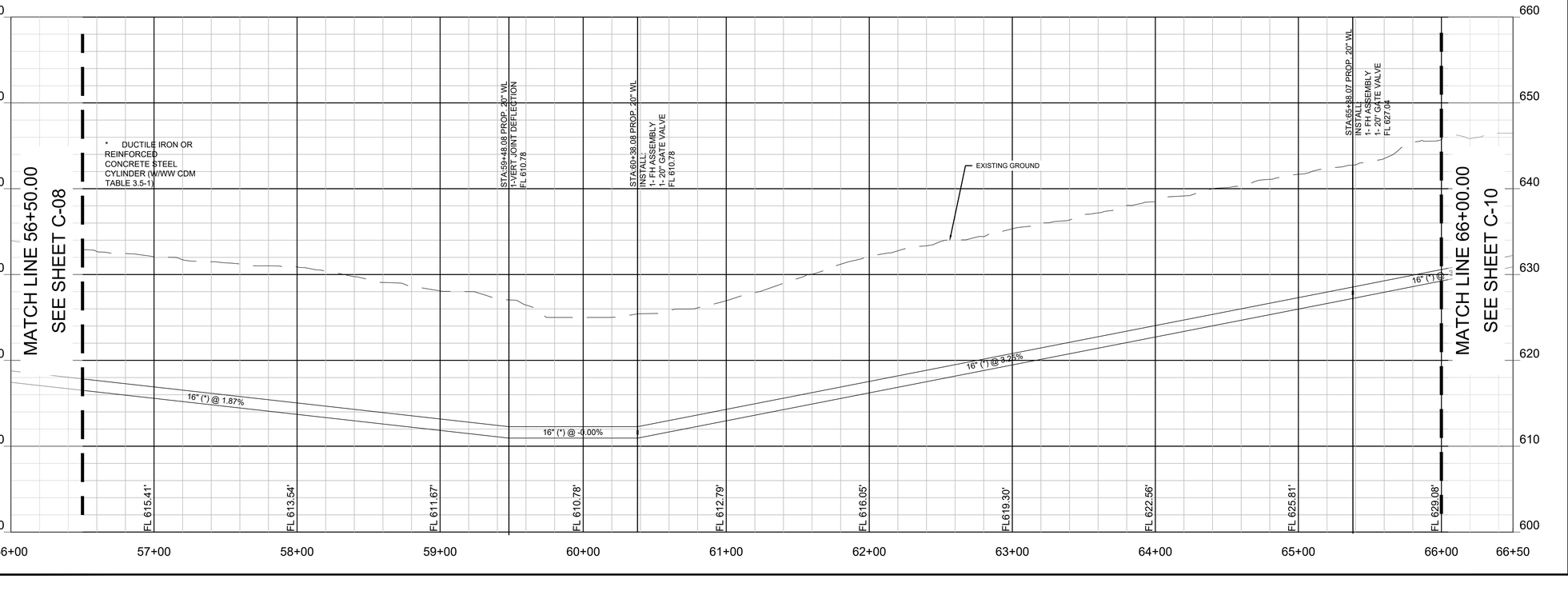
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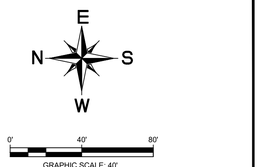


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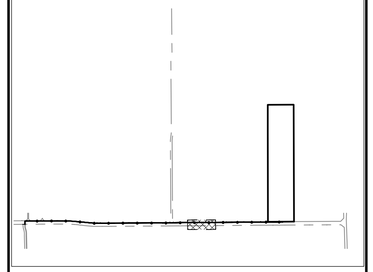
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   REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16"PVC MAIN WATER





KEY MAP



UTILITY LEGEND

- EXISTING ROW LINE
- W — EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE

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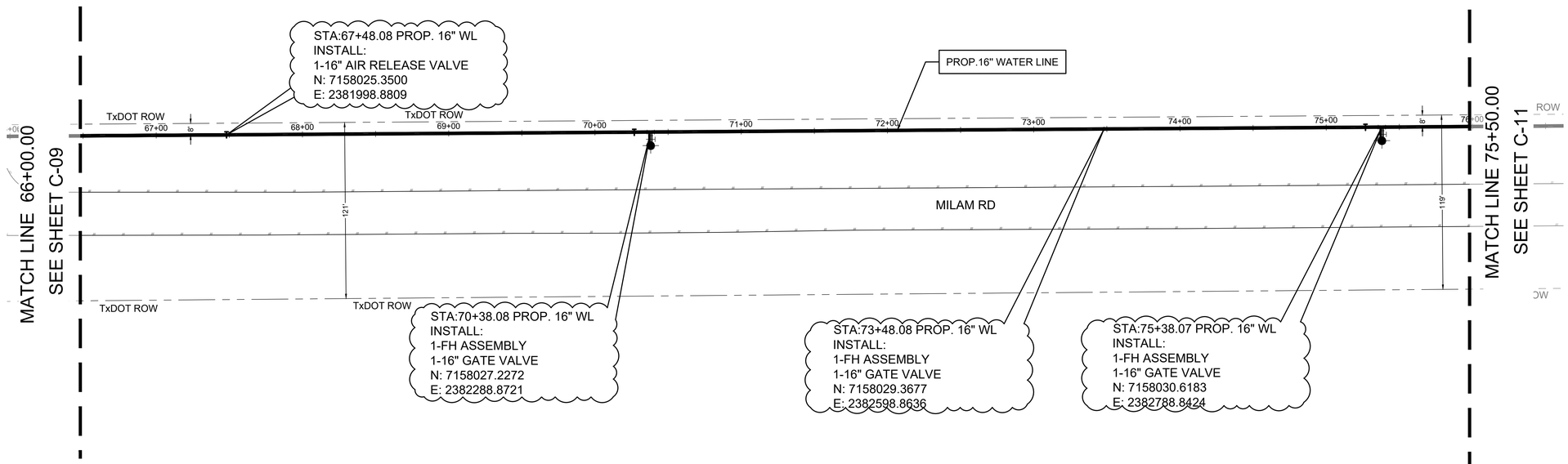
OFFSITE WATER PLAN VII

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-09**

PLOT: 6/1/2026 6:06 PM FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026

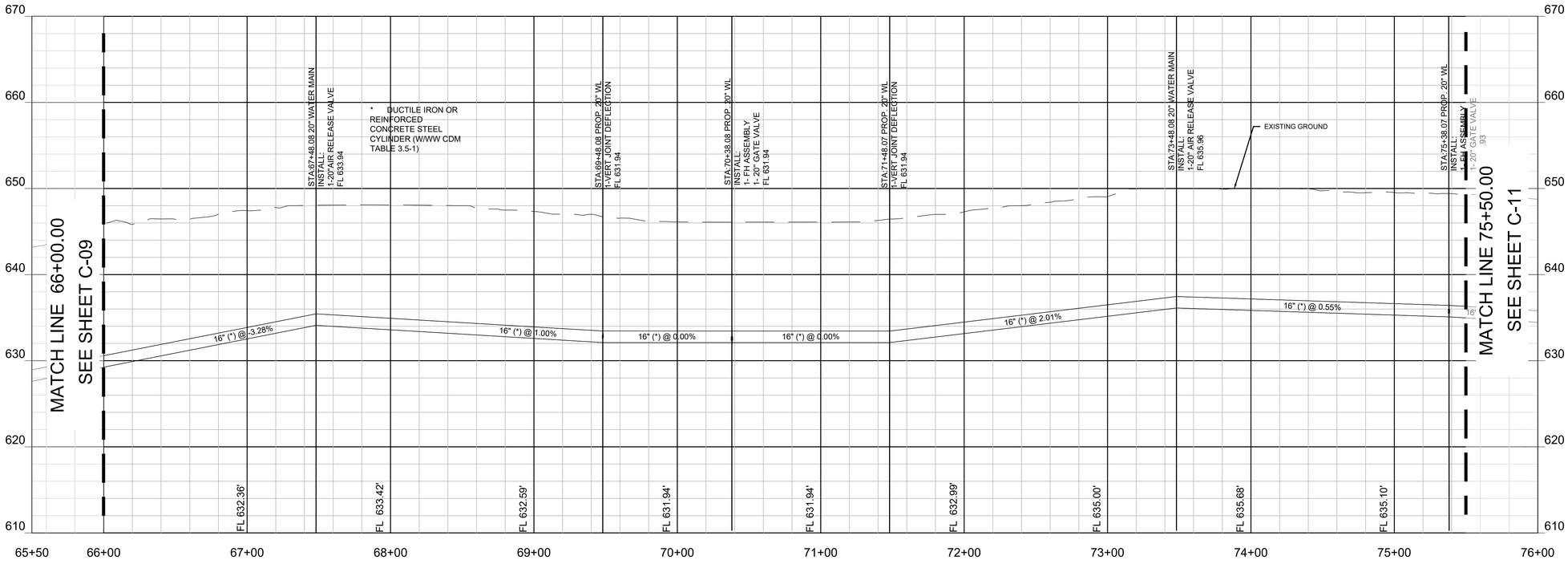


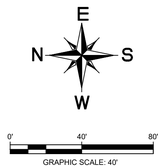
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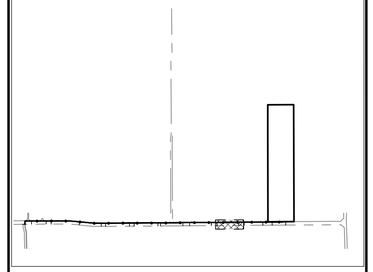
MILAM RD E 16"PVC MAIN WATER

SCALE
(VERT): 1" = 4'
(HORIZ): 1" = 40'





KEY MAP



UTILITY LEGEND

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- W — EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE

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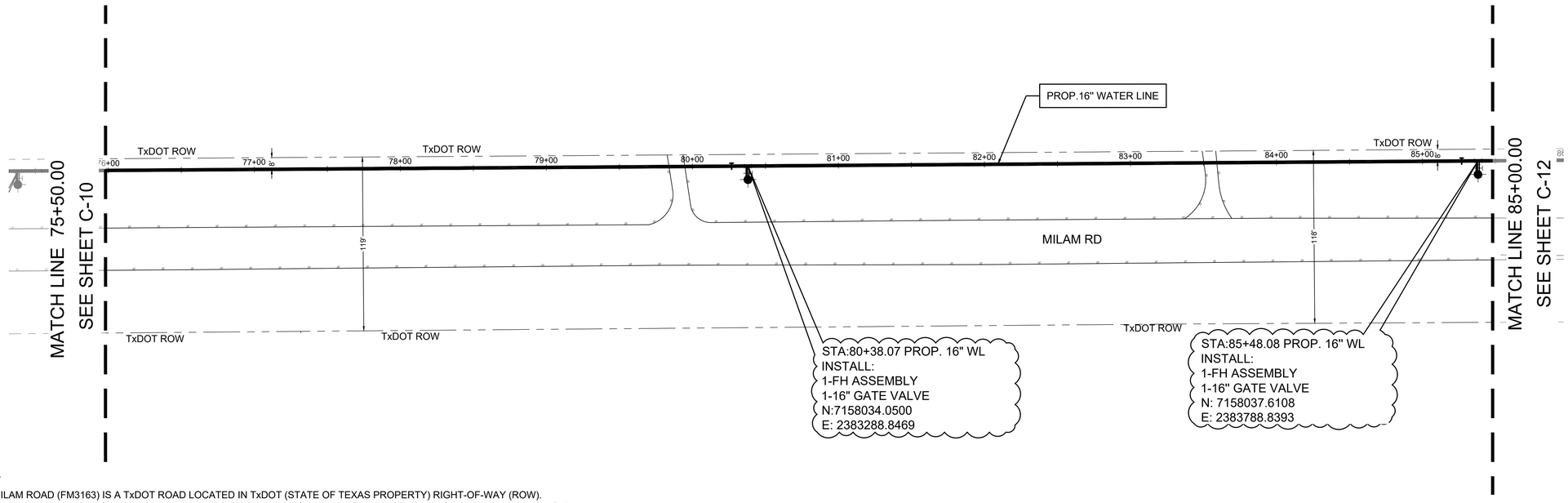
OFFSITE WATER PLAN VIII

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-10**

PLOT: 6/1/2026 6:06 PM FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026

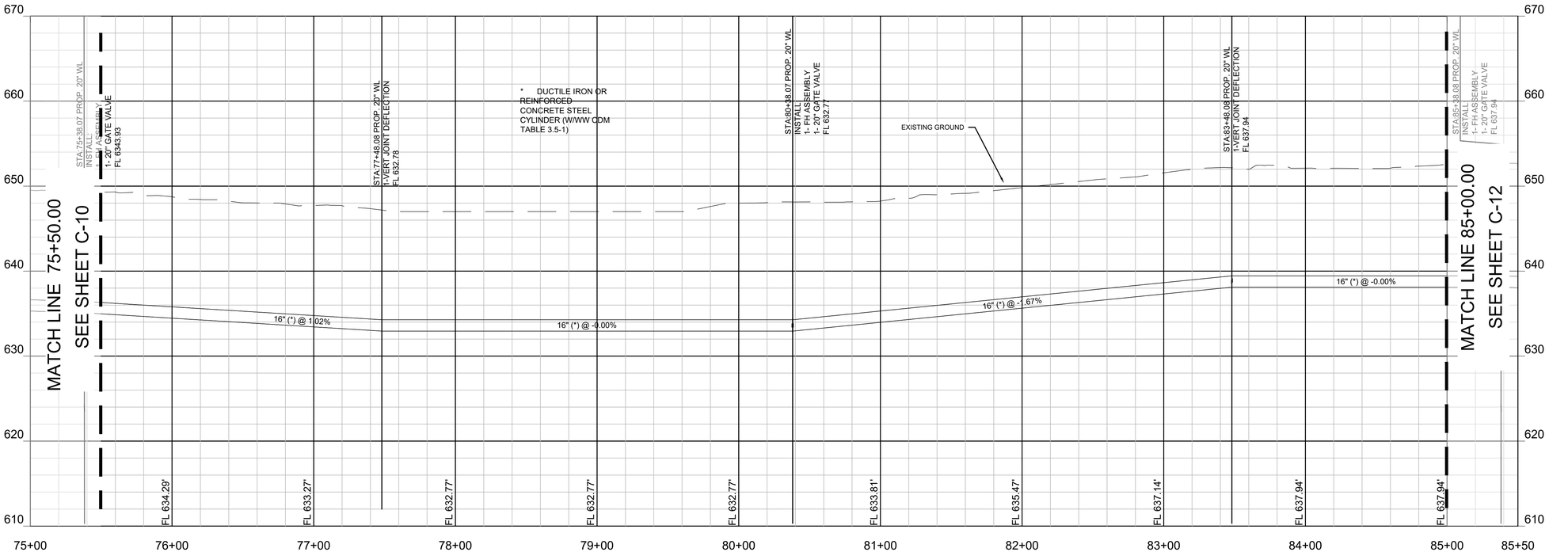


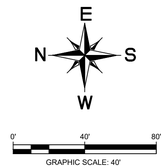
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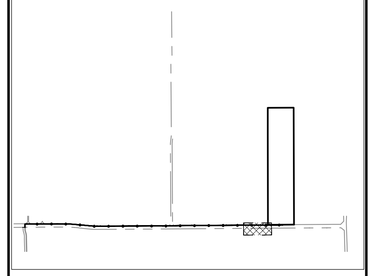
MILAM RD E 16"PVC MAIN WATER

SCALE
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KEY MAP



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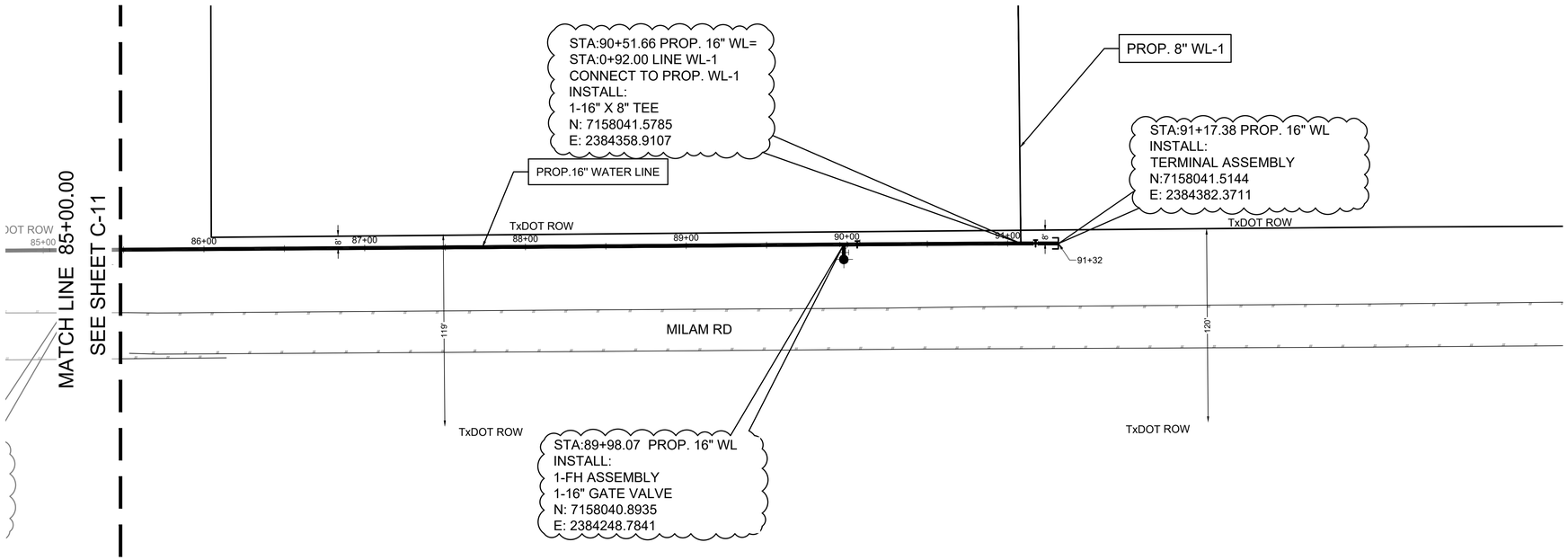
OFFSITE WATER PLAN IX

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-11**

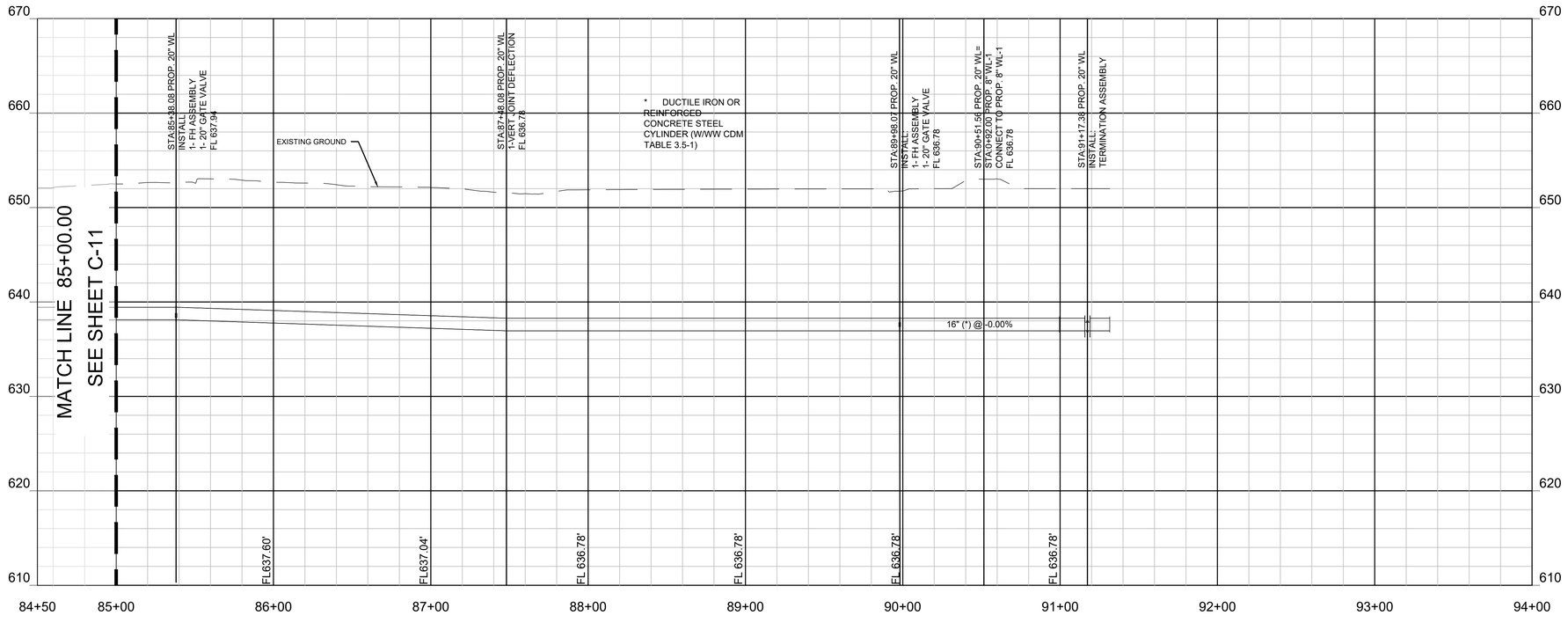
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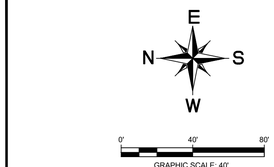


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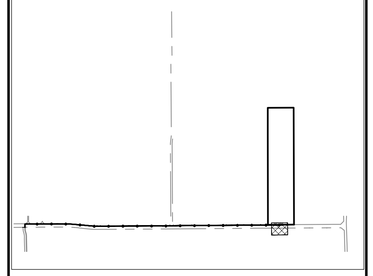
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MILAM RD E 16"PVC MAIN WATER





KEY MAP



UTILITY LEGEND

EXISTING ROW LINE	
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PROPOSED WATER LINE	
PROPOSED FIRE HYDRANT	
PROPOSED WATER VALVE	

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(TBPE # F-12214)

OFFSITE WATER PLAN X

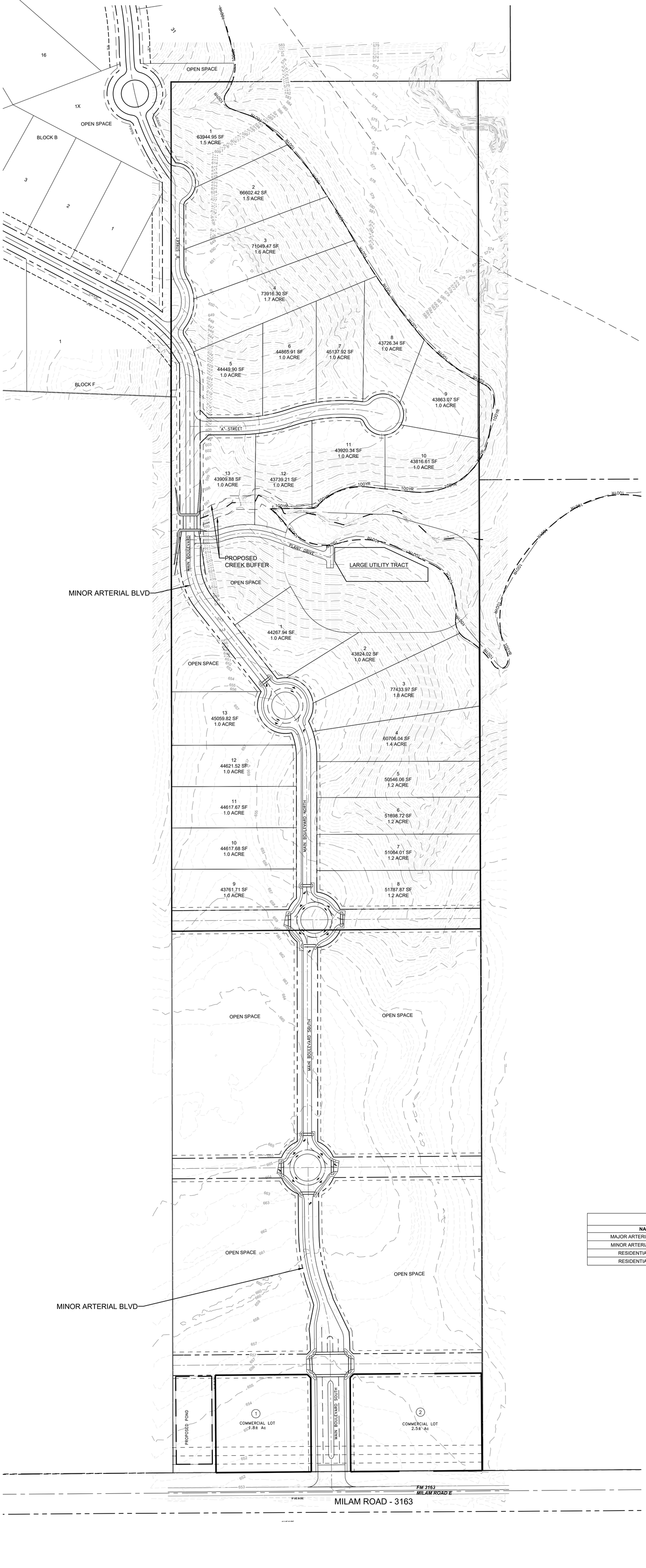
636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

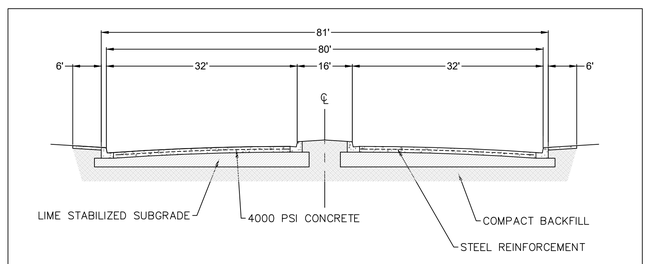
SHEET: **C-12**

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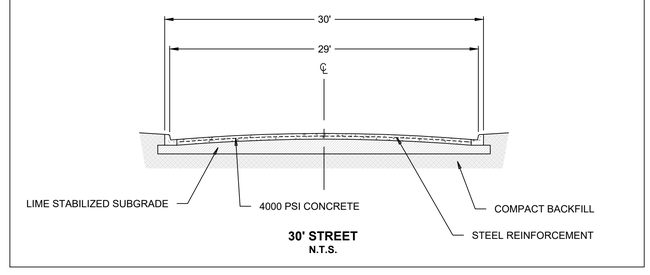
Exhibit D- Wastewater Treatment Plant Site



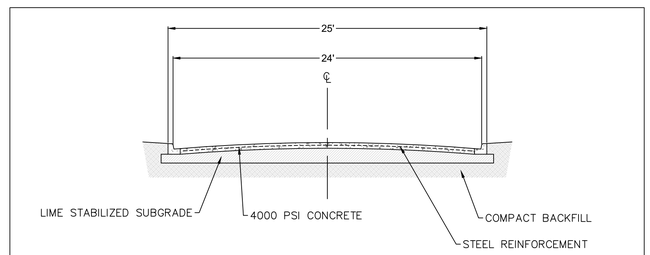




BOULEVARD WITH ISLAND
N.T.S.



30' STREET
N.T.S.



24' STREET
N.T.S.

ACCESS ROADS					
NAME	PAVEMENT LENGTH	**RIGHT OF WAY**	WIDTH	SPEED LIMIT (MPH)	UTILITY EASEMENT
MAJOR ARTERIAL BOULEVARD	902'	116'	32' Max. (Divided)	45	9'
MINOR ARTERIAL BOULEVARD	2540'	60'	24'	45	9'
RESIDENTIAL STREET G	573'	50'	30'	30	9'
RESIDENTIAL STREET H	465'	60'	24'	30	9'

N

0' 50' 100' 200'

SCALE:
1"=100'

SUNDANCE DEVELOPMENT
EXHIBIT
March 20, 2026

SHEET 1 OF 1

KJE
www.kje-us.com
Texas Firm F-12214
Cross Roads, TX 76277
Phone 940-387-0805

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PLOTTED BY: DUEL CHAVEZ DATE: 3/20/2026 9:24 AM DWG NAME: P:\2024\240136.6 SUNDANCE RANCH\CAD\03_EXHIBITS\240136-SITE LAYOUT-2 1 ACRE LOTS 2026-03-20.DWG
LAST SAVED BY: DUELCHAVEZ DATE: 3/20/2026 9:22 AM

CITY OF DENTON PUBLIC UTILITIES BOARD MINUTES
May 18, 2026

After determining that a quorum was present of the Public Utilities Board of the City of Denton, convened in a Regular Meeting on Monday, May 18, 2026, at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Chair Devin Taylor, Lee Riback, Aaron Newquist, Robert Rayner, Susan Parker, and Thomas Plock
Also present: General Manager Antonio Puente, Jr., and First Assistant City Attorney Marcella Lunn

Absent: None

REGULAR MEETING

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

E- comment submitted from Xavier Scott
Item 2.D — PUB26-077. One missed light bill became nearly $1,000: late fee, interest, reconnect, plus an additional deposit up to 2 months under §26-4. Other TX utilities (Garland, Plano, Bryan, CoServ) cap or delay this. Denton's A-E credit grade isn't public — no transparency. Don't fund Online Information Services 5 yrs/$320K while the ordinance staff flagged 8/25/25 sits unfixed. Pull PUB26-077 off consent. Fix §26-4 first.

2. CONSENT AGENDA

The Consent Agenda consisted of Items 2 A-E.

Board Members pulled Items A, D, and E for individual consideration.

Board Member Parker moved to recommend adoption of agenda items 2 B &C. Motion seconded by Board Member Plock; motion carried.
YES (6): Chair Devin Taylor, Thomas Plock, Susan Parker, Lee Riback, Robert Rayner, Aaron Newquist
NO (0):

B. PUB26-075 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Halff Associates, Inc., for the development of a Pecan Creek Storm Water Master Plan update for the Drainage Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-016 - Professional Services Agreement for assessment services awarded to Halff Associates, Inc., in the not-to-exceed amount of $1,057,370.00).

C. PUB26-076 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying Change Order No. 1 to the contract between the City of Denton and 4X Construction Group, LLC, for the Cell 6 Construction Project for the Solid Waste and Recycling Department; providing for the expenditure of funds therefor; and

providing an effective date (CSP 8907 - Change Order No. 1 in the not-to-exceed amount of $618,467.03, for a total contract award aggregated to $5,491,222.03).

A. PUB26-074 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute Change Order No. 4 to the contract between the City of Denton and Oscar Renda Contracting, Inc., for the construction and movement of public water/wastewater utilities in support of TxDOT's I-35 widening from the split to US-380 for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 7968-004 - Change Order No. 4 in the not-to-exceed amount of $2,722,204.25, for a total contract award aggregated to $20,038,587.25).

Shawn Messick gave a presentation. Shawn Messik, Seth Garcia, and Tony Puente answered questions from the board.

Board Member Riback moved to recommend adoption of agenda item 2 A. Motion seconded by Board Member Parker; motion carried.
YES (6): Chair Devin Taylor, Lee Riback, Robert Rayner, Susan Parker, Thomas Plock, Aaron Newquist
NO (0)

D. PUB26-077 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Online Information Services, Inc., for fraud detection and credit risk assessment for the Customer Service Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 9001 - awarded to Online Information Services, Inc., in the five (5) year not-to-exceed amount of $320,000.00).

Christa Foster gave a presentation; Christa Foster and Antonio Puente answered questions from the board.

Board Member Parker moved to recommend adoption of agenda item 2 D. Motion seconded by Board Member Plock; motion carried.
YES (6): Chair Devin Taylor, Robert Rayner, Susan Parker, Thomas Plock, Aaron Newquist
NO (1): Lee Riback

E. PUB26-079 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with BRCT LLC, dba Black Rock Construction, for the construction of the Baker Offsite Sewer Project with the geographical limits as follows: Masch Branch Road from Hampton Road to Jim Crystal Road for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8833 - awarded to BRCT LLC, dba Black Rock Construction, in the not-to-exceed amount of $2,719,616.55).

Sheldon Gatewood Presented; Antonio Puente and Sheldon Gatewood answered questions from the board.

Board Member Riback moved to recommend adoption of agenda item 2 E. Motion seconded by Board Member Newquist; motion carried.
YES (6): Chair Devin Taylor, Lee Riback, Robert Rayner, Susan Parker, Thomas Plock, Aaron Newquist
NO (0):

3. ITEMS FOR INDIVIDUAL CONSIDERATION

A. PUB26-070 Consider approval of April 27, 2026, minutes.

Board Member Plock moved to recommend adoption of agenda items 3 A. Motion seconded by Board Member Parker; motion carried.
YES (6): Chair Devin Taylor, Lee Riback, Robert Rayner, Susan Parker, Thomas Plock, Aaron Newquist
NO (0):

B. PUB26-068 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Alderink Enterprises, Inc. dba CI Pavement, Diamond M Construction & Land Services LLC, and Solid Foundations Concrete LLC, for construction services for parking lot repair, reconstruction, and maintenance at City facilities for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8983 - awarded to Alderink Enterprises, Inc. dba CI Pavement, Diamond M Construction & Land Services LLC, and Solid Foundations Concrete LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $17,808,000.00).

Tom Gramer gave a presentation and answered questions from the board.

Board Member Rayner moved to recommend adoption of agenda item 3 B. Motion seconded by Board Member Riback; motion carried.
YES (6): Chair Devin Taylor, Lee Riback, Robert Rayner, Susan Parker, Thomas Plock, Aaron Newquist
NO (0):

C. PUB26-080 Receive a report, hold a discussion, and give staff direction regarding the revision of the 2026 Meeting Schedule.

Antonio Puente discussed changes to the 2026 meeting schedule.

Board Member Riback moved to recommend adoption of agenda item 3 C. Motion seconded by Board Member Parker; motion carried.
YES (6): Chair Devin Taylor, Lee Riback, Robert Rayner, Susan Parker, Thomas Plock, Aaron Newquist
NO (0):

D. PUB26-073 Management Reports
1. Oncor-REP Commercial Rates Comparison Memo
2. Future Agenda Items

3. New Business Action Items

4. CONCLUDING ITEMS

With no further business, the meeting was adjourned at 10:00 am.

DEVIN TAYLOR **CHAIR** **CITY OF DENTON, TEXAS**	**GINA REDFEARN** **ADMINISTRATIVE MANAGER** **CITY OF DENTON, TEXAS**

Minutes approved on: 06/08/26

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 8, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Carollo Engineers, Inc., for engineering services for Clear Creek Water Reclamation Plant for the Water Utilities Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8213-019 - Professional Services Agreement for engineering services awarded to Carollo Engineers, Inc., in the not-to-exceed amount of $45,528,839.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The City of Denton is experiencing significant development in the Clear Creek Basin, situated north of Loop 288, which is creating increased demand for additional wastewater collection and treatment infrastructure in the area. The City's 2023 Wastewater Master Plan highlights two major projects to meet this demand: the Clear Creek Sewer Interceptor and the Clear Creek Water Reclamation Plant (CCWRP). The design of the sewer interceptor is being completed under a separate contract.

Planning for a wastewater facility at this location has been underway for several decades. In 1998, the City completed the Wastewater Treatment Planning Report, which detailed a future need for a treatment solution within the basin. The property intended for the CCWRP was purchased by the Water Department in 2000. In 2002, a Preliminary Design Report was completed for a 0.95-million-gallon-per-day (MGD) facility, which supported the issuance of a partial discharge permit by the Texas Commission on Environmental Quality (TCEQ). By 2003, design efforts had reached approximately 85 percent completion before being paused due to changes in development patterns. In 2025, the site received a full TCEQ discharge permit authorizing a treatment capacity of 10 million gallons per day (MGD).

The CCWRP will be located on City-owned property along Hartlee Field Road and is currently permitted for both lift station and treatment use. As the initial phase of this project, a lift station and force main will be constructed to convey upstream flows to the existing downstream conveyance system, and this facility will ultimately serve as the headworks for the CCWRP.

Design consultants will focus on the Water Reclamation Plant, which will be delivered using the Construction Manager at Risk (CMAR) method. The facility is estimated to cost $455,000,000 to construct.

To refine this estimate, an Engineer's Opinion of Probable Construction Cost (OPCC) will be provided as part of the Preliminary Design Report (PDR) portion of this contract. The anticipated project timeline for design is May 2026 through December 2028, followed by construction from December 2028 through December 2032.

This scope includes design and construction services for an advanced water reclamation plant with headworks that incorporate:

- **Headworks Systems** - High-efficiency screening and grit removal to protect downstream processes.
- **Biological Nutrient Removal (BNR)** - Full Biological Nutrient Removal process for enhanced nutrient reduction.
- **Membrane Bioreactor (MBR) Treatment** - Membrane Bioreactor treatment system producing high-clarity, highly treated effluent.
- **Odor Control Systems** - Integrated odor-mitigation systems to reduce operational and community impacts.
- **Ultraviolet (UV) Disinfection** - Ultraviolet disinfection for final pathogen removal.
- **Effluent Quality Standards** - Final water meets or exceeds standards for reuse, environmental discharge, and livestock consumption.
- **Architectural Facility Components** - Building and structural elements supporting the reclamation facility.

To ensure the facility maintains a positive relationship with neighboring properties, the design will incorporate comprehensive odor-control systems and evaluate sound levels to determine whether noise-attenuation measures are necessary to minimize impacts on surrounding properties. The project scope also includes coordination to minimize impact on the existing mountain bike trail through stakeholder outreach and specialized trail design.

Key Data Summary for Reference

Category	Detail
Total Estimated Cost	$455,000,000
Design Phase	May 2026 – December 2028
Construction Services Phase	December 2028 – December 2032
Site History	Purchased Jan 2000; Permitted 2002
TCEQ Discharge Permit	10 MGD Discharge (Received 2025)
Technology	MBR + UV (Pathogen-free/High-quality effluent)

The Water Utility Department is utilizing the approved RFQ 8213 Pre-Qualified List for Professional Engineering Services specializing in Water & Wastewater Infrastructure. The six pre-qualified firms for the project included: Carollo Engineers, Inc., Kimley-Horn and Associates, Inc., Freese and Nichols, Inc., RPS Infrastructure, Inc., Black & Veach Corporation, and CP&Y, Inc. Statement of qualification of the pre-qualified firms for the Water & Wastewater Infrastructure category were re-evaluated based on criteria including overall experience and qualification of the firm, past performance and relevant experience on similar projects, availability and experience of the proposed staff members. In-person interviews were conducted with the top three firms, with a six-member panel of three wastewater personnel, two water utility project managers, and one procurement representative. Based upon this evaluation, Carollo Engineers, Inc. ranked highest for its extensive experience in wastewater treatment and its recognized leadership in reuse projects, backed by decades of delivering reliable, high-performing treatment solutions. Their proven expertise and strong record with facilities of similar scope make them the clear choice for this effort.

Request for Qualifications for an engineering services list for various water and wastewater utilities projects for the Water Utilities Department was solicited using the City's formal solicitation process. City Council approved a pre-qualified list of professional service firms on March 5, 2024 (Ordinance 24-390).

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 5, 2024, City Council approved RFQ 8213 for a prequalified list of firms for engineering services for various water and wastewater utilities projects for the Water Utilities Department (Ordinance 24-390).

RECOMMENDATION

Award a contract with Carollo Engineers, Inc., for engineering services at Clear Creek Water Reclamation Plant for the Water Utilities Department, in the not-to-exceed amount of $45,528,839.

PRINCIPAL PLACE OF BUSINESS

Carollo Engineers, Inc.
Dallas, TX

SUSTAINABILITY MEASURES

The contract will help the City of Denton with the full engineering design and easement acquisition necessary to permit the city to begin construction of the Clear Creek Water Reclamation Plant project. The new additional infrastructure will increase wastewater capacity in the Clear Creek Basin. The facilities are essential to the safe treatment and discharge of effluent to the sensitive receiving streams.

ESTIMATED SCHEDULE OF PROJECT

The Clear Creek Water Reclamation Plant project will begin design in June 2026. The Construction plans are anticipated to be completed in 2031.

FISCAL INFORMATION

These services will be funded from the bond of the 5-year Capital Improvement Program, account 640047545.1360.21100. Requisition #174446 has been entered into the Purchasing software system in the amount of $2,500,000.00 for fiscal year 2026. The remaining amount of $1,567,722 for the FY26 spend will utilize planned debt issuance. The remaining amount will be budgeted in future fiscal years to align with the contract terms and expenditures.

Fiscal Year	Estimated cash flow	
2025-2026	$4,067,722	Fiscal Year 2026
2026-2027	$12,457,778	Fiscal Year 2027
2027-2028	$13,548,493	Fiscal Year 2028
2028-2029	$8,688,206	Fiscal Year 2029
2029 – 2030	$6,766,640	Fiscal Year 2030

The Utility Extendable Commercial Paper program is being used as an appropriation authority for this contract.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Presentation
Exhibit 3: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: David Brown, 940-349-8030.

Legal point of contact: Leah Bush at 940-349-8333.

Clear Creek Water Reclamation Plant Design Contract



CITY OF DENTON

Public Utilities Board – PUB26-065 – June 8, 2026

Background

- Accelerated development of Clear Creek Basin
- Goal of regionalization
- 2023 Wastewater Master Plan
  - Clear Creek Sewer Interceptor
  - Clear Creek Water Reclamation Plant (CCWRP)

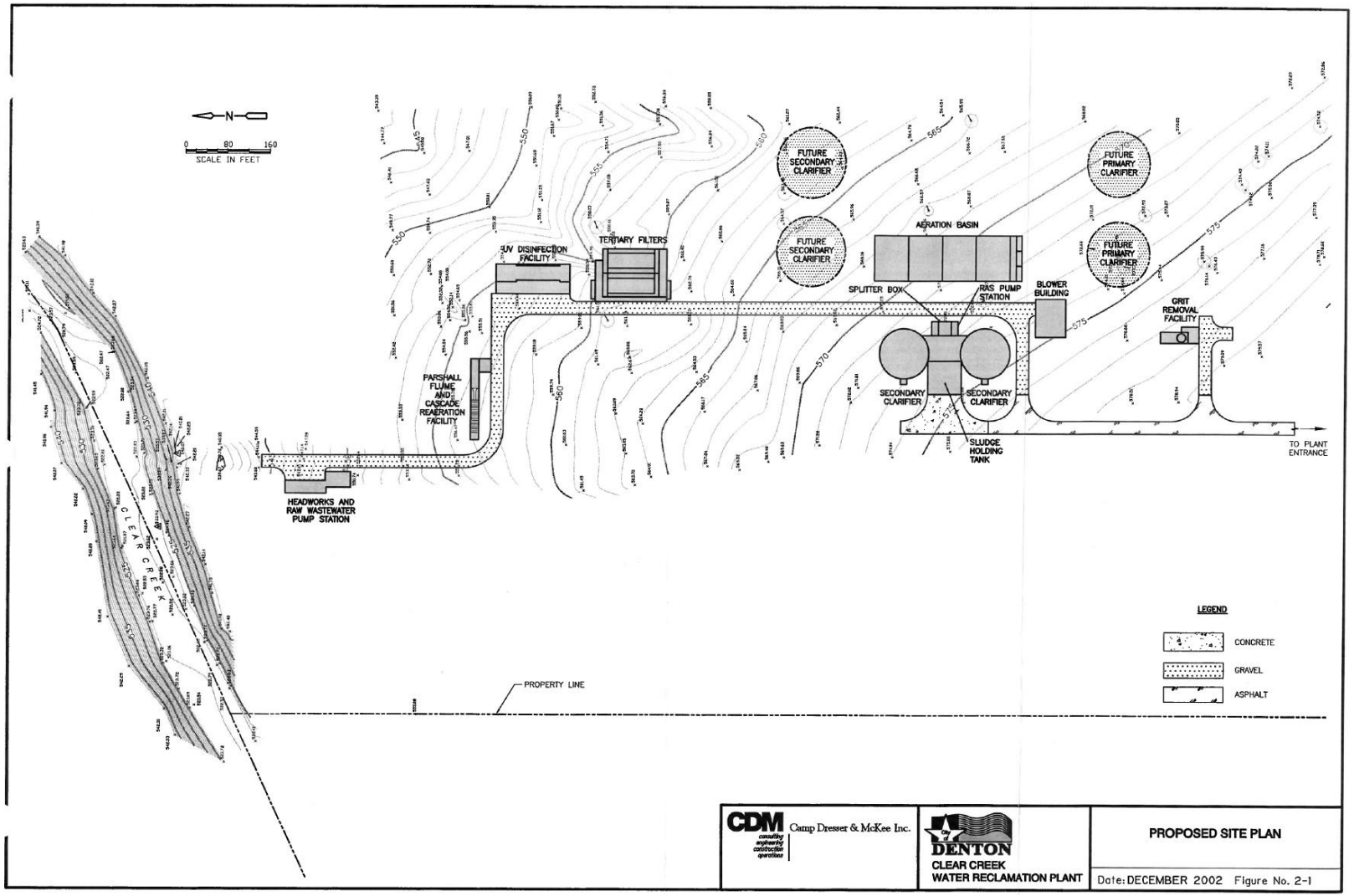


Project Location



Site Timeline

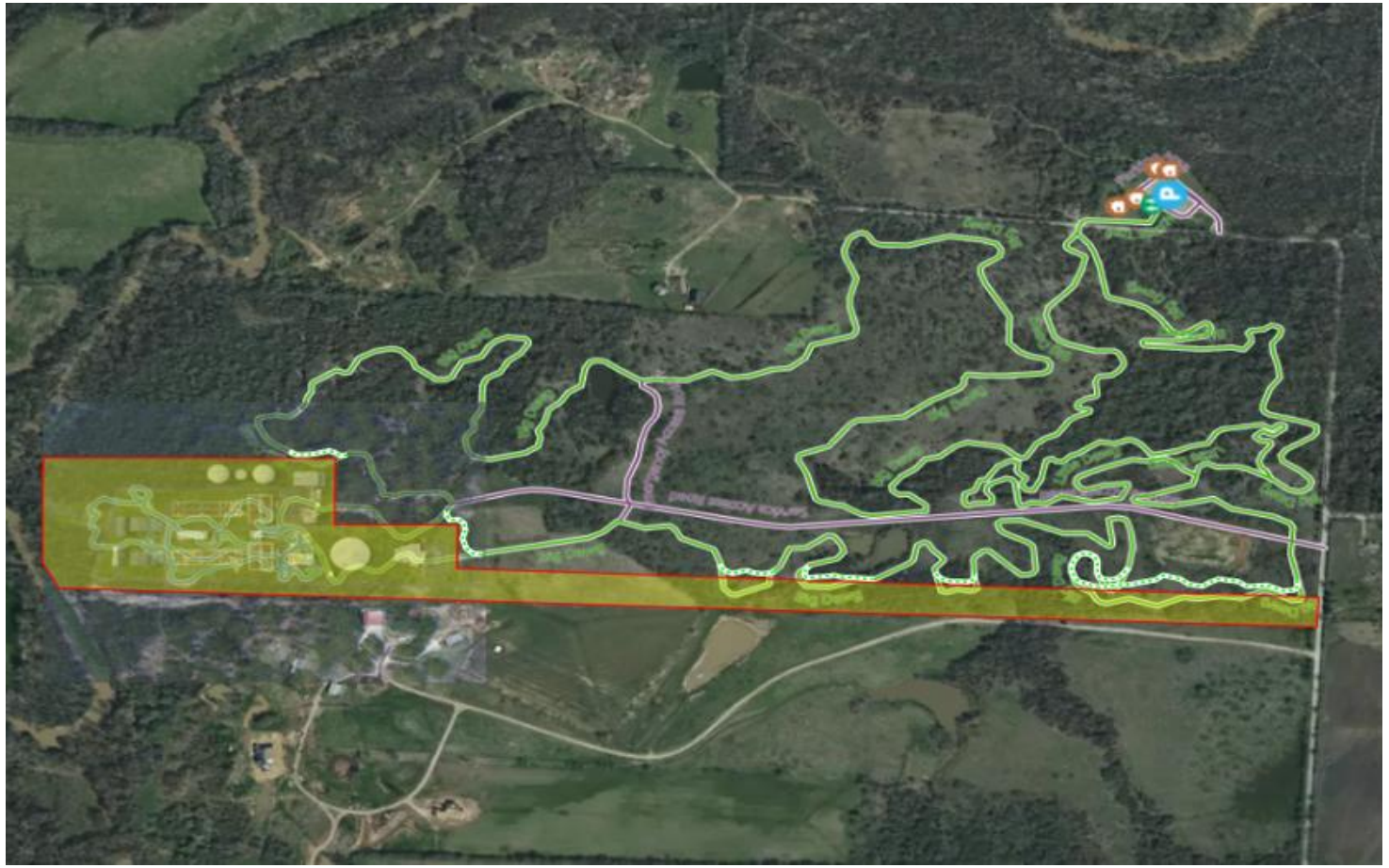
- 1998: Wastewater Treatment Planning Report
- 2000: Property Purchased
- 2002: Preliminary Design Report, 0.95 MGD – Partial Texas Commission on Environmental Quality (TCEQ) Discharge Permit
- 2003: Design reaches 85%, paused due to development
- 2025: 10 MGD – Full TCEQ Discharge Permit



Project Scope

- Design and construction phase services for an advanced water reclamation plant that incorporates:
  - High-efficiency screening and grit removal (Lift Station / Headworks)
  - Biological Nutrient Removal (BNR)
  - Membrane Bioreactor (MBR)
  - Odor Control System
  - Ultraviolet Disinfection (UV)
  - Architectural Components (Operations Building)
- Estimated Construction Cost: $455 million
- Timelines
  - Design Services: Q2 2026 – Q4 2028
  - Construction Services: Q4 2028 – Q4 2032

Minimizing Impact



- Create safe site access and fencing at trail interactions.
- Maintain fence and access control for safety and security.
- Impacted trail re-routing will be required.
- Add educational elements to the site for water, wastewater, and reuse.

Selection Process and Funding

- Six (6) Firms Evaluated from RFQ 8312 Prequalified List
- Carollo Engineering Selected
- Design Contract amount: $45,528,839 (10% of Estimated Construction Cost)
- Priced to include all Construction Manager at Risk (CMAR) coordination
  - 4-year base contract
  - 2-year Special Services
- Funding Breakdown:
  - Traditional Debt: up to 51%
  - Water Infrastructure Finance Innovation Act (WIFIA), In Progress: up to 49%
  - Texas Water Development Board Clean Water State Revolving Fund (TWDB-CWSRF), In Progress: up to $400 million ($60 mil/year)

Staff Recommendation

Staff recommends the adoption of a Professional Services Contract between the City of Denton and Carollo Engineers for design and construction phase services for the Clear Creek Water Reclamation Plant, not to exceed the amount of $45,528,839.



Questions?

CITY OF DENTON

Public Utilities Board – PUB26-065 – June 8, 2026

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR ENGINEERING SERVICES FOR CLEAR CREEK WATER RECLAMATION PLANT FOR THE WATER UTILITIES DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8213-019 – PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES AWARDED TO CAROLLO ENGINEERS, INC., IN THE NOT-TO-EXCEED AMOUNT OF $45,528,839.00).

WHEREAS, on March 5, 2024, the City Council approved a pre-qualified engineer list for the Water and Wastewater Utilities Department (Ordinance 24-390), and the professional services provider (the "Provider") mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City's governmental function [Water and sewer service]; and

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Carollo Engineers, Inc., for engineering services for Clear Creek Water Reclamation Plant for the Water Utilities Department, a copy of which is attached hereto and incorporated by reference herein.

SECTION 2. The City Manager, or their designee, is authorized to expend funds as required by the attached contract.

SECTION 3. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

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Docusign City Council Transmittal Coversheet

PSA	8213-019
File Name	Clear Creek Water Reclamation Plant PSA
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Carollo Engineers, Inc., with its corporate office at 14755 Preston Road, Suite 500, Dallas, Texas 75254 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Clear Creek Lift Station and Clear Creek Water Reclamation Plant Design (the "PROJECT").

SECTION 1
Scope of Services

A. The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.

B. Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2
Compensation and Term of Agreement

A. The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed $45,528,839.00 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

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A. Invoice and Payment

(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.

(2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.

(3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.

(4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

(5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4
Obligations of the Engineer

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

(1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

(1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

(2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

(3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

(1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.

(2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

(1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.

(2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.

(3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

J. INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of Attachment **C** which is attached hereto and made a part of this Agreement as if written word for word herein.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

(2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5
Obligations of the City

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment A.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6
General Legal Provisions

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER’s performance of its obligations hereunder.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

D. Termination

(1) This AGREEMENT may be terminated:

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES**.

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or 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. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

under this provision will be considered a material breach.

O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

R. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

S. Warranties and Damages

The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the CITY or any third party arising out of breach of contract, delay, termination, or for any other reason whatsoever. Additionally, The ENGINEER shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the ENGINEER's subconsultants, that impact project completion and/or success.

T. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

Attachment A - Scope of Services
Attachment B - Compensation
Attachment C - Insurance

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

Duly executed by each party's designated representative to be effective on _____.

BY:
ENGINEER
Carollo Engineers, Inc.

Signed by:
E653D45A53684D3...
Authorized Agent, Vice President

Full Name: Troy Laman

Signed by:
Meera Victor
E8F3D3BE4E8343C...
Authorized Agent, Senior Vice President

Full Name: Meera Victor

2026-1425731

TEXAS ETHICS
COMMISSION CERTIFICATE
NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Deputy City
Manager

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

ATTEST:

INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY

BY: Signed by: Leah Bush 3A6254145BDA460... _____

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

Signed by: Stephen D Gay FEB48BB9726E4A9...
_____
SIGNATURE

General Manager
_____
TITLE

Water Utilities and Street Operations
_____
DEPARTMENT

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

100 East 15th Street, Suite 540
Fort Worth, Texas 76102
P 817-882-0528
carollo.com

January 8, 2026

Jason Donnell
City of Denton
901 Texas St. #A
Denton, TX 76209

Subject: Clear Creek Water Reclamation Plant Scope and Fee Proposal

Dear Jason:

The Clear Creek Water Reclamation Plant (WRP) was recommended in the 2023 Wastewater Master Plan (By Others) as a priority project in response to ongoing and planned growth in the Clear Creek water and sewer shed. Carollo is proud to have been selected to design this important project for the City of Denton.

This cover letter summarizes the total fee and includes Attachments A (Scope of Work) and B (Compensation) for preliminary design engineering, detailed/final design engineering, construction manager-at-risk (CMAR) coordination, engineering services during construction, and resident project representative (RPR). The fee summarized in Table 1 below includes anticipated labor rates escalation or 4.0% per year and assumes a total project schedule of 48 months.

The fee is divided into basic services and special services. Additional services to be used as needed are included. Work on additional service tasks can only commence with written authorization from the City of Denton.

Table 1 Clear Creek WRP Fee Summary

Description	Fee ($)
Basic Services	$ 39,961,920.00
Special Services	$ 5,566,919.00
Total	$ 45,528,839.00

We are excited to partner with the City to deliver this important and complex project and bring the Clear Creek Water Reclamation Plant to life. Please contact me at 214-226-8327 or by email at tlaman@carollo.com with any questions or for additional information.

Sincerely,
CAROLLO ENGINEERS, INC.

Troy Laman
Vice President

TL:tl

Enclosures: Attachment A – Scope of Work, Attachment B - Compensation

cc: David Brown

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

ATTACHMENT A - SCOPE OF WORK

CITY OF DENTON, TEXAS

Clear Creek Lift Station and Water Reclamation Plant
Preliminary design, final design, bid services, and engineering services during construction

BACKGROUND

Growth in the Clear Creek Sewer Basin is driving demand for expanded wastewater collection and treatment services. The City of Denton's Wastewater Master Plan identifies capital projects to support this service, including the Clear Creek Interceptor and the Clear Creek Water Reclamation Plant. The Clear Creek Interceptor project is ongoing and is scheduled to be operational in 2028. The City of Denton has recognized that the interceptor will be operational before the water reclamation plant is complete and has addressed this by including a lift station and force main as the first construction phase of the water reclamation plant project. The scope of work described herein details the engineering services associated with Clear Creek Lift Station and Clear Creek Water Reclamation Plant.

ASSUMPTIONS

The scope of work and associated level of effort are developed based on the following assumptions:

- The contract terms and conditions will be the same as those recently confirmed in the STANDARD AGREEMENT FOR ENGINEERING SERVICES between the City of Denton and Carollo for contract 8213-004 for the Lake Lewisville Water Treatment Plant Dewatering Upgrades project.
- The Clear Creek Lift Station and Water Reclamation Plant will be located on the 207-acre property owned by the City of Denton in the north side of Hartlee Field Road north of the intersection with Collins.
- The force main will be designed for a peak hydraulic flow rate of 3 million gallons per day (mgd) and the alignment will extend from the lift station on the Hartlee Field Road site to a manhole near the intersection of Farris Road and Grant Parkway. The force main will be configured to be converted to serve as a sludge force main when the water reclamation plant is commissioned.
- The route/alignment of the 12-inch water transmission line to serve the Clear Creek Water Reclamation Plant and Lift Station will be similar to the force main, connecting to the existing 12-inch stub-out at the intersection of Farris Road and Grant Parkway running along Farris Road to Hartlee Field Road and along Hartlee Field Road to the site.
- It is assumed the discharge permit amendment for the Clear Creek WRF capacity of 10 mgd has been issued.
- The property at Hartlee Field Road and Collins (approximately 207 acres) will be site planned and conceptually laid out for the lift station and water reclamation plant, and to accommodate future

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

facilities to planned build-out capacity of 20 million gallons per day (mgd) annual average daily flow (AADF) and 80 mgd peak 2-hour (P2H) flow.

- The water reclamation plant design and construction in this scope of work is based on the membrane-bioreactor (MBR) treatment process and a treatment capacity of 10 mgd AADF and 40 mgd P2H.
- The property currently serves as a mountain bike park and is adjacent to the Clear Creek Natural Heritage Center. It is assumed that the Clear Creek Lift Station and Water Reclamation Plant site will be located as far north and as far west on the property as possible/practical to minimize the impact on the trail system and to allow the trail system to remain in service throughout construction and beyond.
- Access to the lift station and water reclamation plant will be from the south end of the property from Hartlee Field Road at or near the location of the existing gate. Access road will run north along the west side of the property.
- The lift station site will include a lift station designed to serve the water reclamation plant and an equalization tank that can be repurposed to act as a sludge holding tank when the water reclamation plant is commissioned. The equalization basin will be paired with a transfer pump station that will discharge into the force main near Farris Road and Grant Parkway manhole
- Preliminary design will include a condensed preliminary design CAMP® to facilitate completion and commissioning of the lift station and force main in 2029 and the water reclamation plant in 2030.
- Scope and fee will be based on Construction Manager-At-Risk (CMAR) delivery method.
- Project will be funded fully or in part through the Water Infrastructure Finance Innovation Act (WIFIA).
- City of Denton will provide construction inspection services either via 3rd party construction manager, or by amendment to the engineering contract.
- United States Army Corps of Engineers (USACE) 404 permitting is not included in this Scope of Work.
- The Clear Creek lift station design will be based on utilizing submersible sewage pumps.
- Plans and specifications for the Clear Creek Interceptor will be shared with the ENGINEER to coordinate between the lift station and the interceptor design.
- ENGINEER's master specifications will be used for technical specifications. City and TWDB/WIFIA required front end contract forms and agreement forms will be used.
- City's CMAR solicitation, request for proposal, and contract documents will be used.
- Plans will be developed based on three dimensional models developed in Revit using ENGINEER's standards.
- Memos, reports, plans and specifications will be delivered electronically in portable document format (PDF).
- City will provide most recent HEC-RAS models that should be used as the downstream boundary condition.
- Floodway modeling is not included in this scope.
- No CLOMR or LOMR development submissions are included in this proposal. The design is not intended to result in the requirement for a CLOMR/LOMR for Clear Creek.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

- Two (2) rounds of review by the City floodplain staff are anticipated. Draft Drainage Analysis will be provided during the Preliminary Design submittal, and Final Design Submittal. Signed and sealed Final Drainage Analysis will be provided during the Construction Phase (100%) Submittal.
- No meetings anticipated with City floodplain staff.
- Scope does not include operations or licensed operators to support start-up and commissioning.
- Total project duration is assumed to be 48 months

PROJECT ELEMENTS

The project generally includes the following design elements, facilities and unit processes. Analysis of alternatives and sizing of each facility and unit process are detailed in the preliminary design section of this scope of work.

1. **Lift station (Freese & Nichols)** – Lift station will be designed for a peak flow rate/capacity of 40 million gallons per day (mgd) to match the hydraulic design capacity of the Clear Creek Interceptor. The lift station will include at least 2 mechanical screens upstream of the pumps that are sized for the design peak flow capacity of the treatment plant. Future expansion and ultimate buildout capacity will be considered in sizing equipment and configuring the lift station to plan for future capacity with minimal construction. Pumps will be submersible sewage pumps equipped with variable frequency drives (VFD) to maximize operating range and efficiency. A screenings container building will be provided to house the screenings container.
2. **Odor control for lift station (Freese & Nichols)** – Odor control and associated ventilation systems will be provided to pull foul air from the head spaces of the screen channels and wet well and from the screenings container building. The ventilation rate will be at least 20 air changes per hour to allow the container room to be an unclassified space and to maximize air movement for corrosion mitigation. Odor control treatment technology will be either bio trickling filter (bio tower) or carbon adsorber.
3. **Equalization basin (Freese & Nichols)** –Equalization basin(s) will be sized for a total volume of 2 million gallons. The basin configuration and location of the basin will be evaluated based on the conceptual water reclamation plant hydraulic and process modeling to reconfigure the equalization basin to serve as waste activated sludge storage tank when the water reclamation facility is commissioned. Initially, the equalization basin will be configured with at least 2 cells or chambers to allow cleaning and maintenance without total shutdown of the system. The equalization basin will include an aeration system to be used when the basin is in service to provide mixing, keep solids in suspension and reduce odors.
4. **Transfer pump station to the collection system (Freese & Nichols)** – Transfer pump station will deliver flow (wastewater and/or waste activated sludge) from the equalization basin(s) to the force main that discharges at the manhole near Farris Road and Grant Parkway . The transfer pump station will be sized for a peak flow rate of 3 mgd and individual pump sizes and number of pumps will be determined during the preliminary design phase.
5. **Force main (Freese & Nichols)** – The force main will be sized to deliver up to 3.0 mgd from the equalization basin to the manhole near Farris Road and Grant Parkway. The force main alignment will be routed along Farris Rd north to Hartlee Field Road and east to the plant and lift station site. Current and future planned ROW will be considered to locate the force main in the ROW such that it is less likely to require future relocation.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

6. **Grit removal and fine screen facility (Freese & Nichols)** – The grit removal and fine screen facility will be sized for a peak hydraulic capacity of 40 mgd initially and expandable to buildout peak flow of 80 mgd by adding equipment. At least two (2) grit removal basins and at least two (2) fine screens will be provided. Grit removal and fine screening will be designed to remove inorganic material as required to protect the membranes. Three (3) types of grit removal technologies will be considered, including mechanical vortex with sloped bottom, mechanical vortex with flat bottom, and stacked tray type. Up to two (2) adsorption.
7. **Potable water line (Freese & Nichols)** – A 12" diameter potable water line will be designed to deliver potable water to the Hartlee Field Road site of the Clear Creek lift station and water reclamation plant. The water line will connect to an existing main near the intersection of Grant and Farris Rd. and will be routed along Farris Rd north to Hartlee Field Road and east to the plant and lift station site. Current and future planned ROW will be considered to locate the water line in the ROW such that it is less likely to require future relocation. Fire hydrants, backflow prevention, isolation valves and stub outs for future connections will be provided as required along the alignment. A flow meter will be installed at the plant site to meter all potable water use at the site.
8. **Bioreactors** – Advanced secondary treatment with biological nutrient removal will be supported by activated sludge bioreactors. The bioreactors will be coupled with membrane filters to complete the membrane-bioreactor (MBR) process. The bioreactors will be designed for an average daily flow of 10 mgd organized in 2 5-mgd trains for redundancy and resiliency. The peak hydraulic design capacity will be determined based on the membrane system peak flow design criteria and combined equalization basin and peak flow storage configuration selected during preliminary design. Bioreactors will be equipped with a diffused aeration system, mixers, and recycle pumps based on the specific process configuration selected to meet the discharge permit limits.
9. **Aeration blower facility** – Aeration blowers will be designed to deliver dissolved oxygen to the bioreactors. The facility will hose the blowers and include a separate electrical room to support the blowers. The design of the aeration system will include the piping, appurtenances, and controls.
10. **Membrane Facility** – A membrane facility will be designed based on the same membrane technology that is selected for the ongoing Pecan Creek WRF Expansion (By Others). The membrane system will be designed for an average daily flow of 10 mgd and the peak flow capacity will be evaluated during the preliminary design in conjunction with equalization and peak flow storage options to find the best value balance between treatment capacity and cost. The membrane facility will include the membrane tanks and equipment, return activated sludge (RAS) pumps, waste activated sludge (WAS) pumps, filtrate/permeate pumps, piping, appurtenances and controls.
11. **Membrane support facility** – The membrane support facility will include chemical storage and feed equipment for membrane cleaning, supplemental phosphorus removal or polishing (TCEQ requirement), and membrane system blowers.
12. **Ultraviolet (UV) disinfection** – An open channel UV disinfection system will be designed that includes at least 2 channels along with UV equipment, gates, electrical, controls, and appurtenances. The UV facility will be hydraulically designed for the anticipated ultimate buildout peak flow capacity of 80 mgd but will only be equipped to meet the 40 mgd peak 2-hour flow of this initial phase.
13. **Effluent outfall and cascade re-aeration** – An effluent outfall structure will be designed for the ultimate build-out peak 2-hour flow of 80 mgd. If the plant hydraulic profile allows, effluent reaeration

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

will be provided by gravity flow over a cascade aeration structure. A mechanical diffused aeration system will be considered if cascade aeration is not feasible or requires pumping.

14. **Hartlee Field Road entrance gate and access road (Freese & Nichols)** – A permanent access gate and access drive/road from Hartlee Field Rd to the lift station and plant site will be designed and constructed.
15. **Community stakeholder coordination and mountain bike trail mitigation (Freese & Nichols, Carollo)** – Coordinating and facilitating internal and external briefings, meetings, and alternative development for mitigation of impacted trails at Hartlee Field Road site.
16. **Paving, grading, drainage, and landscaping (Freese & Nichols)** – Site development to serve the lift station and water reclamation plant will be designed and constructed to include paving, grading, drainage and landscaping to restore areas disturbed by construction and to install the permanent features and facilities. Specific tasks include hydrologic analysis, culvert crossing design (up to 5), downstream impact analysis, flood mitigation requirements, pre- and post-project flows and velocities, drainage analysis report, floodplain development permit application. Landscaping will include tree survey and mitigation plan, landscape plan, and irrigation plan. Paving, grading, and dimensional control plans will be developed.
17. **Electrical, instrumentation, and controls (Carollo)** – Electrical, instrumentation, and controls service, equipment and facilities will be designed and constructed in support of the lift station and water reclamation plant. Coordination with the Denton Municipal Electric (DME) utility will prioritize planning for the ultimate buildout load anticipated for the water reclamation plant in planning the transmission lines to the site and will plan for expanding on site as the plant expands. Either dual utility power feeds or permanently installed back-up generator power will be provided to provide emergency power. Dedicated electrical buildings or rooms within other buildings will be provided to house electrical equipment, panel boards, motor control centers, plc and communication cabinets and equipment. Electrical spaces will be designed according to code requirements in place on the date of the execution of this contract and standard industry practice.
18. **Architectural, structural, plumbing and HVAC (Carollo, Freese & Nichols)** – Discipline support including architectural, structural, plumbing and HVAC will be provided for each facility designed and will be in accordance with regulatory and code requirements that are in place on the date of the execution of this contract.
13. Site lighting and security (Carollo) – Site and security lighting will be provided based on City of Denton requirements for the site. At a minimum, safety lighting will be provided at exterior doors and access and egress paths. Emergency exits, smoke, heat and fire detection, alarm and monitoring will be provided in accordance with the codes in place on the date of the execution of this contract.
14. **Site layout and planning (Carollo, Freese & Nichols)** – Phased conceptual site plans will be developed from the initial 10 mgd phase through ultimate build-out of the Clear Creek WRF. Future expansion and build-out facilities will be shown on the plans for future record and convenience. Future space will be allocated for possible advanced water treatment for reuse and for solids handling facilities for planning purposes.
15. **Yard piping, and underground utilities plan & profile (Freese & Nichols)** – All yard piping and buried utilities 4" and larger will be shown in plan and profile sheets, including electrical duct banks.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

Utilities smaller that 4" diameter will be coordinated in the design documents on a case-by-case basis to clearly show and document the design.

16. **Geomorphic assessment (Freese & Nichols)** - Document the existing geomorphic conditions along an approximately 1-mile stretch of Clear Creek adjacent to the proposed plant. The purpose of this assessment is to evaluate present and future erosion related concerns to the proposed outfall structure and identify infrastructure threatened by stream bank erosion. Work includes field reconnaissance, data analysis, erosion hazard zone mapping, outfall structure recommendations, and a technical memorandum documenting geomorphic conditions potential for future changes.
17. **Community stakeholder coordination** – The efforts associated with stakeholder coordination initiated in phase 1 will continue throughout phase 2.
18. **Mountain bike park and trail coordination** - Facilitate briefings, meetings, and community engagement events focused on awareness and support for the project and minimizing the impact to the mountain bike park currently located at the Hartlee Field Rd site. Internal briefing materials and meetings will be focused on coordination between city departments and informing and soliciting feedback from city management and council.

DESIGN TASKS

100 - Project management, administration, coordination

101. Project management, monthly invoicing, resource management, reporting: ENGINEER will provide project management, monthly invoicing, resource management, administration, scheduling, reporting, sub-consultant management and coordination for the duration of design and construction. The fee associated with this scope of work is based on a **total duration of 48 months** including design and construction.

102. Regulatory coordination (in-perosn): ENGINEER will provide coordination with regulatory agencies, including TCEQ (design summary transmittal letter, stormwater sampling plan and permitting), Authority having jurisdiction (AHJ) to coordinate building code compliance, and meetings required by TWDB. The fee associated with this scope of work is based on up to **2 meetings each with TCEQ, AHJ, and TWDB**.

200 - Meetings, workshops, and site visits

201. Kickoff workshop (in-person) – ENGINEER will prepare for and facilitate a kickoff workshop, including preparing the agenda, presentation materials, and facilitating the workshop. The agenda will include review of the project team, scope, and schedule as well as discussion about the alternatives to be considered in the design CAMP® for the lift station and water reclamation plant and initial coordination with mountain bike park stakeholders.

- Kickoff workshop deliverables:
  - Agenda, presentation, and meeting materials
  - Workshop minutes including sign-in sheet of attendees
  - Action and decision logs

202. Preliminary design CAMP® (in person) - ENGINEER will prepare for and facilitate a workshop focused on making key decisions about the lift station, equalization basin, force main, water line, and water reclamation plant and associated equipment and site layout. ENGINEER will evaluate the following alternatives in preparation for the CAMP®:

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

- Lift station, force main, and water line
  - Lift station configuration: Up to 2 alternatives, including standard submersible, and trench style self-cleaning submersible.
  - Lift station screens: Up to 2 alternatives for screen equipment type.
  - Screenings handling: Up to 2 alternatives for conveyance and washing/compacting equipment will be evaluated.
  - Odor control: Preliminary conceptual sizing and layout of odor control for each of the 2 lift station alternatives.
  - Equalization basin: Up to 2 alternatives for basin size/configuration.
  - Force main: Up to 2 pipe materials will be considered depending on diameter.
  - 12-inch water line: Up to 2 pipe materials will be considered.
  - Mountain bike park and community engagement: Outline of plan for community engagement for the project.
  - Electrical, Instrumentation, and Controls: Conceptual service sizing based on preliminary equipment sizes, preliminary layout of electrical buildings and motor control centers, discussion of types of instruments required, recommended, and preferred, conceptual discussion of controls, SCADA, and off-site communication requirements.
- Water Reclamation Plant
  - Primary treatment grit removal and fine screen facility, Peak flow storage, and odor control
  - Secondary treatment bioreactors (aeration basins), aeration blower facility, and membrane system
  - Ultraviolet disinfection system, effluent outfall,
  - Future facilities including advanced treatment reuse planning and future solids handling planning.
- CAMP® deliverables:
  - Agenda, presentations, meeting materials
  - CAMP® minutes including sign-in sheet of attendees
  - Action and decision logs

203. **Site visits (in person)** – ENGINEER will coordinate and attend the following site visits for the purposes of documenting conditions on the ground, coordinating with sub-consultants and vendors, and confirming preferred locations for proposed facilities and utilities.

- Force main and water line alignment walk site visit: Up to 2 visits to walk the length of the proposed alignments of the force main and water line. The first visit will be conducted in preparation for the CAMP® and the second visit at the discretion of ENGINEER during design.
- Lift station site visit: Up to 2 visits to coordinate the location and configuration of the lift station, equalization basin, and odor control. The first visit will be conducted in preparation for the CAMP® and the second visit at the discretion of ENGINEER during design.
- Survey coordination site visit: Conduct up to 2 site visits to coordinate the field survey of the force main and water line alignments and lift station and water reclamation plant site.
- Geotech coordination site visit: Conduct up to 2 site visits to coordinate the geotechnical investigation of the force main and water line alignments and lift station and water reclamation plant site.
- Electric utility coordination site visit: Conduct up to 2 site visits to coordinate electric utility service with utility.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

204. Preliminary design report technical memoranda review workshop 1 (hybrid): Conduct an in-person workshop style meeting to discuss City of Denton comments to the draft technical memoranda 1 (Wastewater characteristics, flows and loads) and 2 (Lift station, equalization, peak flow, and transfer force main). Following the workshop, review comments and consensus decisions from the workshop will be incorporated into the final technical memoranda.

205. Preliminary design report technical memoranda review workshop 2 (hybrid): Conduct an in-person workshop style meeting to discuss City of Denton comments to the draft technical memoranda 3 (Water reclamation plant), 4 (Architectural). Following the workshop, review comments and consensus decisions from the workshop will be incorporated into the final technical memoranda.

206. Preliminary design report technical memoranda review workshop 3 (hybrid): Conduct an in-person workshop style meeting to discuss City of Denton comments to the draft technical memoranda 5 (Site planning), and 6 (Mountain bike park). Following the workshop, review comments and consensus decisions from the workshop will be incorporated into the final technical memoranda.

207. Preliminary design report technical memoranda review workshop 4 (hybrid): Conduct an in-person workshop style meeting to discuss City of Denton comments to the draft technical memoranda 7 (Opinion of Probable Construction Cost). Following the workshop, review comments and consensus decisions from the workshop will be incorporated into the final technical memoranda.

208. Force main and water line design meeting (virtual): Conduct 1 virtual meeting to review and discuss comments to DRAFT Alignment Route Study.

209. Coordination meetings with Clear Creek Interceptor design team (virtual): Conduct up to 4 virtual meetings with the design teams for the Clear Creek Interceptor to coordinate design details, tie-in points and project schedules.

210. Community stakeholder coordination (in person): Conduct up to 3 meetings or community outreach events to share project information with public stakeholders and receive comments and feedback from the stakeholders.

211. Concept (10%) confirmation workshop (in person): Conduct a workshop at the 10% design level to complete a benchmark review and conceptual fatal flaw analysis prior to initiating detailed design development and modeling.

212. 30% Review workshop (in person): ENGINEER will prepare for and facilitate a review workshop to discuss Owner comments to 30% plans and specifications. This workshop will be held as a hybrid in person/virtual session.

213. 60% Review workshop (in person): ENGINEER will prepare for and facilitate a review workshop to discuss Owner comments to 60% plans and specifications. This workshop will be held as a hybrid in person/virtual session.

214. 90% Review workshop (in person): ENGINEER will prepare for and facilitate a review workshop to discuss Owner comments to 90% plans and specifications. This workshop will be held as a hybrid in person/virtual session.

215. TCEQ Meetings (in person): Conduct up to 2 meetings to coordinate the project reviews with TCEQ and coordinate conditional approvals for early procurement and construction packages required to meet the Phase 1 schedule.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

216. AHJ Meetings (in person): Conduct up to 2 meetings with City code and inspection staff to understand City requirements for permitting and emergency response access and to facilitate the permit application and review process for Phase 1.

217. Electric utility coordination meetings (in person): Conduct up to 2 meetings or calls with electric utility to confirm utility service requirements, coordinate easements and access, and coordinate utility design requirements.

300 Preliminary Design

301. Hydraulic profile calculations: ENGINEER will prepare conceptual hydraulic profile calculations from the outfall to the grit/fine screen and equalization basins based on USGS topo quad elevations of the site and preliminary unit process sizing from the preliminary process model calculations. Preliminary hydraulic calculations for the water reclamation plant are necessary for developing conceptual sizing and site layout.

302. Preliminary process calculations: ENGINEER will prepare initial treatment process design calculations based on existing wastewater characteristics from the Pecan Creek Water Reclamation Plant and any available data for characteristics in the collection system that will be served by the Clear Creek Water Reclamation Plant.

303. Process equipment calculations: ENGINEER will prepare initial calculations for major process equipment including capacity, horsepower, and other parameters to facilitate equipment selection with vendors and manufacturers. Generally, equipment sizing will be based on the N+1 philosophy where feasible and unless otherwise directed by the OWNER.

304. Preliminary electrical load list: ENGINEER will prepare a preliminary electrical load list based on preliminary hydraulic and process design calculations. The load list will be updated throughout the design and will be the basis for overall electrical utility service sizing for phased expansion to ultimate build-out for planning.

305. Preliminary process flow diagrams: ENGINEER will prepare conceptual process flow diagrams for each unit process.

306. Preliminary process and instrumentation diagrams (P&IDs): ENGINEER will prepare preliminary conceptual P&IDs based on the processes, equipment selected, and process flow diagrams.

Preliminary Design Report

ENGINEER will prepare a Preliminary Design Report (PDR)based on the preliminary hydraulic and process calculations, design CAMP® decisions, and conceptual site plan layout. PDR will consist of and executive summary and multiple chapters. Each chapter will be a technical memorandum (TM)as follows:

307. TM 1: Wastewater characteristics, flows and loads.

308. TM 2: Lift station, equalization, peak flow storage, and transfer force main.

309. TM 3: Water Reclamation Plant.

310. TM 4: Architecture (Administration and other buildings).

311. TM 5: Site planning, paving and grading.

312. TM 6: – Mountain bike park trail system.

313. TM 7: Opinion of Probable Construction Cost (OPCC).

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

314. Executive Summary: Executive summary.

315. PDR QC Review: ENGINEER will complete a QC review of the preliminary design report. The fee for this task is based on 16 hours per tech memo for review and incorporating comments.

316. PDR Opinion of Probable Construction Cost (OPCC): ENGINEER will prepare a conceptual planning level order of magnitude OPCC based on the preliminary design report conceptual plans and sizing. The OPCC will be a class 4 estimate according to the AACE International estimate classification system.

317. OPCC QC Review: ENGINEER will conduct a QC review of the OPCC for general completeness and order of magnitude relative to other projects of similar scale, and complexity.

318. DRAFT PDR: ENGINEER will assemble a DRAFT PDR including the Executive Summary and each of the technical memoranda.

319. FINAL PDR: ENGINEER will incorporate review comments into DRAFT PDR to finalize the PDR.

- PDR deliverables
  - DRAFT of each TM for review and comment
  - DRAFT PDR.
  - FINAL PDR.

320. DRAFT Basis of Design Memorandum (BDM): ENGINEER will prepare a BDM summarizing the design criteria for each process area selected in the PDR. The final BDM will be submitted with the TCEQ summary transmittal letter in lieu of the PDR because the BDM includes only the proposed design criteria for review and comparison for TCEQ Chapter 217 compliance.

321. Final BDM: ENGINEER will finalize the BDM based on internal QC review and OWNER review comments. The final BDM will be submitted to the Texas Commission on Environmental Quality (TCEQ) with the summary transmittal letter. It is assumed that the BDM and summary transmittal letter will be submitted at approximately the 60% (intermediate) design level to facilitate CMAR early procurement and construction activities

- BDM deliverables
  - DRAFT BDM for review and comment
  - FINAL BDM

322. TCEQ Summary Transmittal Letter: ENGINEER will prepare and submit the Summary Transmittal Letter and BDM to TCEQ for review.

400 Final Design

ENGINEER will develop plans and specifications based on the BDM for the Phase 1 facilities. Plans and specifications will be developed as follows:

401. 30% Plans and major equipment specifications: Develop design documents to an approximate 30% design level. The design documents will be based on the PDR and will include the following:

- Design criteria sheet and hydraulic profile
- Pipe schedule
- Process flow diagrams
- Site plan

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

- Basic structural and mechanical plan views
- Electrical one-line diagrams, electrical site plan
- Preliminary P&IDs and network architecture diagrams
- Major equipment specifications

402. 60% Plans and specifications: Develop design documents to an approximate 60% design level to allow the CMAR to develop a 60% cost model. The design documents will include the following:

- Design criteria sheet and hydraulic profile.
- Pipe schedule
- Process flow diagrams
- Site plan, yard piping and conceptual paving and grading
- Structural and mechanical plans and sections
- Electrical one-line diagrams, site and facility plans, lighting plans
- P&IDs, network architecture diagrams, panel schematics
- Typical and standard details
- Specifications and front-end documents

403. 90% Plans and specifications: Develop design documents to an approximate 90% design level. The 90% plans and specifications will include all anticipated drawings and specifications.

404. RevIT/Civil 3D/BIM Modeling and visualization: ENGINEER will prepare plans using 3 dimensional digital design tools to facilitate coordination and generate graphic renderings and illustrations for design review, internal communication, external communication, public outreach and coordination.

405. Bid-ready plans and specifications: Incorporate 90% review comments and finalize plans and specifications to be signed and sealed for TWDB review and approval, final TCEQ review and approval, and advertisement for construction.

406. Quality control reviews: ENGINEER will conduct multi-discipline quality control reviews of the plans and specifications at 30%, 60%, and 90% design milestones.

407. Security design and coordination: ENGINEER will engage a security specialist and incorporate security features into the design documents.

500 CONSTRUCTION MANAGER-AT-RISK (CMAR) COORDINATION

501. On boarding support: ENGINEER will prepare a short written project summary and conceptual illustrative site plan to communicate the project to prospective CMAR bidders. The document will accompany the CMAR procurement and advertisement documents issued by the City. ENGINEER will attend CMAR site visits and coordination meetings (virtual or in person) as requested during the CMAR onboarding and selection process. It is assumed that ENGINEER will attend only and will not be responsible for preparing meeting materials or recording and issuing meeting minutes.

502. 60% cost model review: Review CMAR 60% cost model for overall order of magnitude total, individual facility costs, major equipment prices, percentages for electrical and trades, and contingencies.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

503. 90% cost model review and audit: 90% cost model and audit will include a review and verification of direct and indirect costs, CMAR fee and CMAR contingency; review and audit of supplier and subcontractor quotes; comparison of costs with other applicable projects; and review of risk analysis model and/or cost contingencies developed by the CMAR.

504. Procurement and construction bid packages: Coordinate with CMAR and OWNER to develop an equipment and materials procurement plan, including identification of items to be selected and/or procured early based on "best value" or low-bid strategies, and define parameters associated with "best value" selection as applicable. Identify acceptable manufacturers and associated Bid Documents requirements for items identified for early procurement. The following bid packages are included in this task:

505. General CMAR Coordination: General coordination with CMAR during the pre-construction phase will include, but not necessarily be limited to:

- Soliciting input from CMAR during design development as appropriate.
- Providing input to construction management plan and schedule development.
- Evaluating alternative systems and materials proposed or suggested by CMAR.
- Responding to constructability review comments.
- Providing Input to construction and commissioning plan and schedule.
- Attending subcontractor pre-selection meetings conducted by CMAR as appropriate.

600 BID SERVICES AND ENGINEERING SERVICES DURING CONSTRUCTION

ENGINEER will prepare, and issue **up to 4 bid packages** (front end documents, technical specifications, and drawings) to facilitate the CMAR procurement and construction schedule. Revisions to specifications and addenda issued in subsequent bid packages may be applied retroactively by contract amendment to previous packages if necessary. ENGINEER will coordinate with CMAR.

601. Pre-bid meetings: Attend one pre-bid meeting for each bid/procurement packages (**up to 4 total**). It is assumed that CMAR will prepare the meeting agendas, facilitate and preside over the meetings, and issue meeting minutes for each pre-bid meeting, including:

- Major electrical equipment procurement
- Influent lift station, equalization basin, transfer pump station, water line, force main
- Membrane equipment selection
- Water Reclamation Plan Construction

602. Monthly construction meetings its: Attend monthly in-person or hybrid virtual construction meetings. It is assumed that construction meetings for each bid package will be coordinated by the CMAR to be completed in a single meeting each month. It is assumed that each monthly meeting will be a maximum of 2 hours in duration and cover all the bid/construction packages. ENGINEER will attend **up to 48 monthly meetings** during construction. It is assumed that an average of 3 people from ENGINEER staff will attend monthly meetings and will include discipline leads (electrical, structural, etc.) as appropriate to facilitate coordination throughout the construction.

603. Monthly construction site visits: ENGINEER will conduct **up to 48 construction site visits** that correspond with scheduled monthly construction meetings. It is assumed that each site visit will be 2 hours in duration. An average of 4 attendees from ENGINEER will attend each site visit.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

604. Shop drawings and compliance review submittals: ENGINEER will review shop drawings including product data, manufacturer shop drawings, diagrams, illustrations, catalog data, samples, results of tests and inspections, manufacturer's operation and maintenance manuals, and other data which the Contractor is required to submit. These shall be reviewed for general conformance with the Contract Documents. The fee associated with this scope of work is based on review of **up to 1.000 submittals and re-submittals**.

605. Construction schedule and progress payments: Engineer will review the baseline construction schedule for likely completion of work according to the Contract documents. ENGINEER will review Contractor's monthly construction schedule updates progress payment applications. The fee associated with this scope of work **is based on review of up to 36 monthly construction schedules and payments**.

606. Requests for information (RFI): ENGINEER will review and provide responses to requests for information (RFI) during construction. Engineer will maintain a log of all RFIs received. The fee associated with this scope of work is based on review of **up to 300 RFI**.

607. Proposed contract modifications: ENGINEER will review and provide Owner with recommendations for **up to 10 proposed contract modifications** that are a result of errors, omissions, or unknown field conditions. Review of contract modifications that deviate from the original design intent are not included in this scope of work.

608. Substantial and final completion: ENGINEER will attend the in-person substantial completion walk through for **up to 4 bid/procurement packages**. Engineer will provide a written punch list based on the walk through to be added to or consolidated with Owner's list. ENGINEER will attend the final completion walk through to confirm completion of punch list items for all construction packages. The substantial completion and final completion walk through site visits will be attended by all disciplines as appropriate.

609. As-built record drawings: Engineer will revise the contract drawings to reflect changes and modifications made in the field during construction. The Engineer will provide electronic record drawings in portable document format (PDF). As-built record drawings will be produced based on RFI responses, design clarifications, approved contract modifications, change orders and information provided from the field by the Contractor and inspector. Individual bid and construction packages will be noted in the record drawings, but a single consolidated set of record plans will be prepared.

700 Resident Project Representative (RPR)

701. Resident project representative (RPR): ENGINEER will provide an RPR observe progress of construction work and conformance to plans and specifications. RPR will be experienced in construction inspection. RPR duties and responsibilities include:

- **General**: RPR/inspector will act as Engineer's agent at the Site and will act under the supervision of Engineer. RPR will communicate directly with Engineer and CMAR and City, RPR shall only communicate with subcontractors and suppliers with full knowledge and approval of CMAR.
- **Schedule**: RPR/inspector will review monthly progress schedules, schedule of shop drawings, schedule of values, and any other schedule prepared and submitted by CMAR monthly for **up to 36 months**.
- **Meetings**: RPR/inspector will attend meetings with CMAR including preconstruction, progress meetings, job conferences, and other project-related meetings. RPR/inspector will prepare minutes of meetings for **up to 36 months**.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

- **Liaison**: Serve as Engineer's liaison with CMAR and assist in providing information regarding the intent of the Contract Documents, assist in serving as City's liaison with CMAR when CMAR operations affect City operations, and assist in obtaining additional information when required.
- **Interpretation of contract documents**: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit clarifications and interpretations issued by Engineer to CMAR.
- **Submittals**: Maintain shop drawing, RFI, and submittal log and advise Engineer and CMAR of the commencement of any portion of the Work for which RPR believes the submittal has not been approved by Engineer. This scope of work is based on a total of **up to 600** submittals including re-submittals.
- **Modifications**: Consider and evaluate CMAR suggestions for modifications to the Contract Documents and report such along with RPR recommendations to Engineer. Transmit to CMAR in writing decisions issued by Engineer. This scope of work is based on **up to 20 contract modifications and up to 10 field orders**.
- **Review of work and rejection of defective work**: In conjunction with and in support of City inspection staff, conduct on-site observations of CMAR work to assist in determining if Work is in conformance with the Contract Documents. Report to Engineer when RPR believes that any portion of the Work does not conform to the Contract Documents, is defective or damaged, fails requisite testing, or will imperil the integrity of the design concept or finished product. RPR/inspector will consult with Engineer in advance of scheduled major inspections, start-up and commissioning activities; verify testing, start-ups, commissioning, and training are conducted according to the Contract Documents; accompany visiting inspectors representing City or other agencies having jurisdiction.
- **Records**: RPR/inspector will:
  - Maintain files of correspondence, copies Contract Documents, addenda, change orders, field orders, clarifications, progress reports, shop drawings, and other project-related documents.
  - Prepare daily report for each day on site detailing weather conditions, CMAR hours on site, CMAR staff and equipment on site, data relative to questions of change orders or field orders, changed conditions, visitors, and observations of the Work in progress.
  - Maintain a project contact list of all CMARs subcontractors, suppliers, vendors and other personnel accessing the site.
  - Maintain the electronic construction document management system and at a minimum provide hard copy summaries of submittal and shop drawing logs monthly. All submittals, test reports, photos, inspection logs, and all other project documentation will be stored in the system.
  - Document and notify Engineer immediately of any accident, emergency, or act of God endangering the Work or damage to property.
  - Review applications for payment.

800 TCEQ Operation and Maintenance Manual

801. DRAFT operation and maintenance manual: Engineer will prepare a DRAFT operation and maintenance (O&M) manual for OWNER review and comment. The manual will satisfy the TCEQ requirements for O&M manual. The requirements for TCEQ compliance are listed verbatim below. Some

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

do not apply to Clear Creek and will be addressed in the PDR and O&M manual. TCEQ compliance includes:

- "expected flow patterns, size, and capacity of all treatment units and processing units within the wastewater treatment plant;
- start-up procedures, routine operational procedures, emergency operations procedures, and shut down procedures for all treatment units and processing units;
- the manner and expected volumes in which solids return to aeration or waste;
- expected solids concentrations in each treatment unit and processing unit;
- expected clarifier weir overflow rates;
- expected disinfectant and dechlorination usage and dosage amounts during normal and emergency operating conditions;
- descriptions and frequencies of all routine in-situ and laboratory analyses to be performed and a list of references to standard analytical procedures;
- description and schedule of routine maintenance activities to be performed, including lubrication and inspection of all pumps, motors, and other equipment;
- the design life of each treatment unit; and
- a recommended spare parts inventory with source information."

802. Final operation and maintenance manual: ENGINEER will finalize the O&M manual by incorporating review comments.

- O&M Manual deliverables include:
  - » DRAFT O&M manual (PDF format)
  - » Final O&M manual (PDF format)

900 Other professional and subconsultant services

901. Freese & Nichols: Responsible for the design (all disciplines except electrical and instrumentation) of the Influent lift station, equalization basin, transfer pump station, grit removal and fine screen facility, peak flow storage, and odor control. Freese & Nichols scope also includes the design of the yard piping, site grading, paving and drainage, water line and force main, environmental assessment, cultural resources survey, and geomorphic assessment, and mountain bike trail system specialty services.

902. Brittain & Crawford: Topographic and horizontal control surveys, locate geotechnical borings, and prepare a digital file in Civil 3D or other software format compatible with Revit for integration into the 3D design models. Survey services will also include the plat of the Hartlee-Field Road property to show the plant site and easements for electrical and other utilities serving the site. It is assumed that easements for the force main and water line will be completed by Others.

903. LandTec: ENGINEER will contract the services of a licensed geotechnical firm to complete geotechnical investigation and provide written report documenting findings and recommendations for foundations, pavement, buried piping, fill material and other site-specific geotechnical recommendations along the alignments of force main and water line and at the water reclamation plant site. Geotechnical investigation will include setting and monitoring of piezometers.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

904. Cobb-Fendley: ENGINEER will contract with a subsurface utility exploration firm to complete Level B and/or Level A subsurface utility exploration for the purposes of locating and identifying underground utilities and infrastructure along the force main and water line alignments to increase accuracy of design documents and reduce risk during construction.

905. 7 Arrows: Services in support of appraisal and acquisition of real estate for ROW and easement related to the project. Services may include open houses, public meetings and presentations and other real estate property work.

906. Enterprise Protection Associates: Services in support of security system design.

907. Radio specialist (firm to be determined): Services in support of radio communication to the Pecan Creek WRP, including field alignment and line of sight survey as well as support aligning and testing transmitters and receivers after installation.

908. TDLR Review (firm to be determined): ENGINEER will contract with a registered firm to complete the TDLR application form and submit for review.

1000 Special services

Services that may be needed in part or in full due to project delays, changes in project scope, or unplanned circumstances are included under special services. Written authorization will be obtained by ENGINEER prior to beginning work on any of the special service tasks.

1001. Additional project management and administration: This task includes the services associated with project management project delays or extension up to 24 months in addition to the basic services.

1002. Additional meetings: This task includes up to 10 meetings in addition to the basic services.

1003. Additional CMAR meetings: Up to 12 virtual meetings in addition to the basic services.

1004. 30% cost model validation: Completion of a full parallel 30% cost model for validation of CMAR cost model.

1005. 60% cost model validation: Completion of a full parallel 60% cost model for validation of CMAR cost model.

1006. 90% cost model audit: Complete a line item audit of the CMAR 90% cost model.

1007. Additional CMAR coordination: CMAR coordination up to 12 months in addition to basic services in the event of project delays or schedule extension.

1008. Additional Bid package 5: This task includes the effort required to prepare and issue 1 bid or procurement package in addition to the basic services.

1009. Additional Bid package 6: This task includes the effort required to prepare and issue 1 bid or procurement package in addition to the basic services.

1010. Additional Bid package 7: This task includes the effort required to prepare and issue 1 bid or procurement package in addition to the basic services.

1011. Additional Bid package 8: This task includes the effort required to prepare and issue 1 bid or procurement package in addition to the basic services.

1012. Additional pre-bid meetings: This task includes pre-bid meetings associated with the additional bid packages identified in Special Service item 1004 items a-d above.

1013. Additional monthly construction meetings: This task includes construction meetings associated with the additional bid packages identified in Special Service item 1004 items a-d above.

1014. Additional construction site visits: This task includes construction site visits associated with the additional bid packages identified in Special Service item 1004 items a-d above.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

1015. Additional shop drawings: This task includes effort associated with review of up to 200 shop drawings and compliance submittals in addition to the basic services scope.

1016. Additional construction schedule and payment application reviews: This task includes review of up to 12 monthly pay applications and construction schedule updates in addition to the basic services in the event of construction schedule delays or extensions.

1017. Additional requests for information: This task includes review of up to 100 requests for information (RFI) in addition to the basic services.

1018. Additional RPR: On site RPR services for up to 24 months in addition to basic services.

1019. Freese & Nichols Special Services: Special services tasks mirror ENINGEER's special service tasks for their areas of responsibility. ENGINEER will include itemized task list and amount with each special service authorization request.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

ATTACHMENT B
COMPENSATION

CITY OF DENTON, TEXAS
CLEAR CREEK LIFT STATION AND WATER RECLAMATION PLANT
PRELIMINARY AND FINAL DESIGN

TASK NUMBER	BASIC SERVICES TASK DESCRIPTION	DOLLARS
100	**Project management, administration and coordination**	**$ 1,026,113**
	Project management, administration and subconsultant coordination	
200	**Meetings, workshops, and site visits**	**$ 1,049,529**
	Kickoff workshop	
	Preliminary design CAMP®	
	Site visits	
	Preliminary design report and tech memo review workshops	
	30%, 60%, and 90% design review workshops	
	Regulatory and electrical utility coordination meetings	
300	**Preliminary design**	**$ 2,313,837**
	Hydraulic and process design calculations	
	Electrical load calculations	
	Process flow diagrams and P&IDs	
	Technical memoranda 1-7, Executive Summary, OPCC	
	Preliminary design report, basis of design memorandum	
	TCEQ Summary Transmittal Letter	
400	**Final design (Plans and Specifications)**	**$ 14,622,288**
	30% plans and specifications	
	60% plans and specifications	
	90% plans and specifications	
	Bid ready plans and specifications (up to 4 bid and procurement packages)	
	Quality control reviews at 30, 60, 90 design milestones	
500	**CMAR Onboarding Support, Coordination, and Cost Model Reviews**	**$ 495,200**
	CMAR onboarding support	
	60% and 90% cost model reviews	
	General CMAR coordination	
600	**Bid services and Engineering Services During Construction**	**$ 4,878,618**
	Addenda, pre-bid meetings	
	Monthly construction meetings and site visits	
	Review of shop drawing reviews, RFI , construction schedules, pay applications, contract modification requests	
	Substantial and final completion walk-throughs, punch list	
	As-built record drawings	
700	**Resident Project Representative (RPR) and Construction Inspection**	**$ 1,906,572**
800	**Operation and Maintenance Manual**	**$ 487,989**

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

ATTACHMENT B
COMPENSATION

CITY OF DENTON, TEXAS
CLEAR CREEK LIFT STATION AND WATER RECLAMATION PLANT
PRELIMINARY AND FINAL DESIGN

900	**SUBCONSULTANTS**	**$**	**13,011,568**
	Freese & Nichols, Inc. (Influent LS, EQ, Transfer PS, Headworks, Civil/Yard, Pipelines, Trails)		
	Brittain & Crawford (Survey)		
	LandTec (Geotechnical Engineering)		
	Cobb-Fendley (Subsurface Utility Exploration)		
	7 Arrows (Property Acquisition Services)		
	Enterprise Protection Associates (Security Engineering)		
	Radio Specialist (Firm to be determined)		
	TDLR Review and inspection (Firm to be determined)		
	Mark-up on Subconsultants excluding Freese & Nichols (10%)	$	170,206
	BASIC SERVICES TOTAL	**$**	**39,961,920**
	ADDITIONAL SERVICES TASK DESCRIPTION		
1000	**ADDITIONAL SERVICES (BY WRITTEN AUTHORIZATION ONLY)**	**$**	**4,380,663**
	SUBCONSULTANTS ADDITIONAL SERVICES		
	Freese & Nichols, Inc. (Mirror's Carollo Additional Services for FNI areas of responsibility)	$	1,186,256
	Mark-up on Subconsultants Additional Services Excluding Freese & Nichols (10%)	**$**	**-**
	ADDITIONAL SERVICES TOTAL	**$**	**5,566,919**
	TOTAL PROPOSED ENGINEERING SERVICES (BASIC + SPECIAL SERVICES)	**$**	**45,528,839**

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

ATTACHMENT C
INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees, and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and volunteers.

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- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. <u>PROFESSIONAL LIABILITY INSURANCE</u>

If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the CONTRACTOR becomes legally obligated to pay as

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of $1,000,000.00 per claim, $2,000,000.00 annual aggregate.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.
By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

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

Carollo Engineers, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by:

E833D45A53684D3...
Signature of vendor doing business with the governmental entity

3/18/2026
Date

Docusign Envelope ID: 2C2D3475-E742-4F53-B413-32A120C1B1DA

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

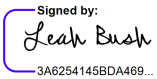
Certificate Of Completion

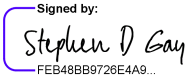
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Source Envelope:
Document Pages: 42
Signatures: 5
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

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Holder: Erica Garcia
erica.garcia@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 3/17/2026 9:18:24 AM Viewed: 3/17/2026 9:18:33 AM Signed: 3/17/2026 9:19:32 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/17/2026 9:19:36 AM Viewed: 3/17/2026 11:02:31 AM Signed: 3/17/2026 11:04:18 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/17/2026 11:04:21 AM Viewed: 3/18/2026 10:55:34 AM Signed: 3/18/2026 11:26:32 AM
Meera Victor mvictor@carollo.com Sr. Vice President Carollo Engineers Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2026 11:45:35 AM ID: b339367e-5b89-4946-8b3f-ab3e315417f4	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1004:b342:5816:1071:fbb3:3eeb:ca45 Signed using mobile	Sent: 3/18/2026 11:26:37 AM Viewed: 3/18/2026 11:45:35 AM Signed: 3/18/2026 11:46:35 AM

Signer Events	Signature	Timestamp
Troy Laman tlaman@carollo.com Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2026 12:19:26 PM ID: a4ae4c1c-9871-483a-a89f-1c0dfcdb77b7	Signed by:  E833D45A53684D3... Signature Adoption: Uploaded Signature Image Using IP Address: 4.16.103.70	Sent: 3/18/2026 11:26:37 AM Viewed: 3/18/2026 12:19:26 PM Signed: 3/18/2026 12:26:22 PM
Stephen D Gay stephen.gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2026 2:16:59 PM ID: 292f5d1a-cc73-4b86-b3ec-aa3753ad53a7	Signed by:  FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 2607:fb90:8a62:94f1:8508:32f0:4e50:7a9d Signed using mobile	Sent: 3/18/2026 12:26:25 PM Viewed: 3/18/2026 2:16:59 PM Signed: 3/18/2026 2:17:38 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 3/18/2026 2:17:42 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/17/2026 9:19:36 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/18/2026 2:17:42 PM Viewed: 3/20/2026 3:35:45 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jason Donnell Jason.Donnell@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/17/2026 9:18:24 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

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- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 8, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Rush Truck Centers of Texas, L.P., through the Buy Board Cooperative Purchasing Network Contract No. 723-23, for the acquisition, repairs, and maintenance of Peterbilt Trucks for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 9009 – awarded to Rush Truck Centers of Texas, L.P., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $14,679,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The City of Denton Fleet Services Department is establishing a contract with Rush Truck Centers of Texas, L.P., for the purchase, repair, and maintenance of Peterbilt Trucks. There are currently 115 Peterbilt Trucks of various body types in use by departments, including Solid Waste, Streets, and Wastewater. Within the contract years, there are four (4) planned additions and 28 replacements across the fleet. Reliable equipment is essential in the daily City services such as street cleaning and maintenance, refuse pickup, debris removal, and water line flushing. Furthermore, the contract encompasses service repairs for assets necessitating specialized diagnostic equipment.

Peterbilt plays a central role in the existing fleet strategy. They are the regional original equipment manufacturer (OEM) authorized vendor for the heavy-duty truck platforms, and they currently support most of our Class 7–8 assets. Because Peterbilt maintains the authorized parts pipeline, warranty administration, and technical support structure for these units, a contract with Rush Truck Centers for Peterbilt trucks ensures continuity of service, accurate specifications, and compliance with OEM requirements. Leveraging the vendor's regional presence also reduces downtime, improves parts availability, and keeps the fleet aligned with standardized platforms already in service.

The proposed contract with Rush Truck Centers of Texas, L.P. streamlines the process for purchase and repairs of assets, which will assist in avoiding service delivery downtimes. The Fleet Services Department strategizes

asset management, including planning for new acquisitions and asset replacement, integrated within the City's annual budget process. The contract value is based on historical spending levels and includes estimates for future assets and services.

Estimated Contract Expenses

Category	2026	2027	2028	2029	2030	Total
Asset Additions	-	$330,000	$340,000	$350,000	$360,000	$1,380,000
Asset Replacements	1,920,000	1,980,000	2,040,000	1,750,000	1,800,000	9,490,000
Repair Services	610,000	620,000	620,000	630,000	630,000	3,110,000
Sub Total	**$2,530,000**	**$2,930,000**	**$3,000,000**	**$2,730,000**	**$2,790,000**	**$13,980,000**
Contingency 5%	126,500	146,500	150,000	136,500	139,500	699,000
Total	**$2,656,500**	**$3,076,500**	**$3,150,000**	**$2,866,500**	**$2,929,500**	**$14,679,000**

Pricing obtained through the Buy Board Cooperative Purchasing Network has been competitively bid and meets the statutory requirements of Texas Local Government Code 271.102.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 1, 2005, City Council approved the interlocal agreement with the Buy Board Cooperative Purchasing Network (Ordinance 2005-034).

RECOMMENDATION

Award a contract with Rush Truck Centers of Texas, L.P., for the acquisition, repairs, and maintenance of Peterbilt Trucks for the Fleet Services Department, in a one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $14,679,000.

PRINCIPAL PLACE OF BUSINESS

Rush Truck Centers of Texas, L.P.
New Braunfels, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same. This Buy Board contract expires on November 30, 2026.

FISCAL INFORMATION

These products and services will be funded through both General Fund and Utility Fund Operating accounts and Capital accounts. The estimated expenditure for the current fiscal year is included in the adopted budget. Requisitions will be entered on an as-needed basis. Purchases will be budgeted in future fiscal years to align with the contract terms and expenditures. The expenditure is a recurring cost and will create recurring obligations. These products and services will be utilized on an as-needed basis. The City will only pay for items purchased and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Cooperative Pricing
Exhibit 3: Presentation
Exhibit 4: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Tom Gramer, 940-349-7467.

Legal point of contact: Leah Bush at 940-349-8333.

60

Section 13: Ford Vehicles

Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price:	$57,328.00	Total:	$57,328.00

Manufacturer: Ford

Manufacturer #: F6E

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

61

Section 13: Ford Vehicles

Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price: $49,555.00 Total: $49,555.00

Manufacturer: Ford

Manufacturer #: F6A

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

62

Section 13: Ford Vehicles

Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab -** Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price:	$57,900.00	Total:	$57,900.00

Manufacturer: Ford

Manufacturer #: F6D

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

63

Section 13: Ford Vehicles

Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price:	$51,151.00	Total:	$51,151.00

Manufacturer: Ford

Manufacturer #: F7A

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

64

Section 13: Ford Vehicles

Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price:	$59,497.00	Total:	$59,497.00

Manufacturer: Ford

Manufacturer #: F7D

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

65

Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ford Options

66

Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ford Options

67

Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ford Options

68

Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Third Party Option List 723-23

69

Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Third Party Option List 723-23

70

Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

71

Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

72

Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

73

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model M2-106 -** Medium Duty, Cab, Class 6 - 8; Cab and chassis, 66,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

74

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model 108SD -** Heavy Duty, Cab, Class 7/8, Cab and chassis, 3169,000# GVW, Eaton 9 speed transmission, 520 - 1250 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

75

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model M2-112 -** Heavy Duty, Cab, Class 7/8, and chassis, 52,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

76

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model M2-112 Natural Gas** - Heavy Duty, Cab, Class 7/8, and chassis, 66,000# GVW, Detroit DD13 250 - 320 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

77

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model Cascadia 125** - Heavy Duty, Class 8, Cab and chassis, 52,000# GVW, Detroit DD15 350 - 615 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

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78

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model Natural Gas -** Heavy Duty, Class 8, Cab and chassis, 60,600# GVW, Detroit DD15 400 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

79

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model 114SD -** Heavy Duty, Class 7/8, Cab and chassis, 92,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

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80

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model 114SD Natural Gas -** Heavy Duty, Class 7/8, Cab and chassis, 62,000# GVW, Detroit DD13 260 - 400 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

81

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model eCascadia -** Heavy Duty, Class 8, Cab and chassis, 82,000# GVW, Detroit DD15425 HP (317 kW), Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

82

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model eM2 -** Medium Duty, Cab, Class 6/7, Typical Range 180 - 250 Miles, Cab and chassis, 26,000 - 33,000# GVW, Class 6 Continuous Horsepower, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

83

Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model EconicSD -** Heavy Duty, Class 8, Cab and chassis, Detroit DDS HP 350, Allison Automatic 3000 series 6-speed, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

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84

Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

85

Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

86

Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

87

Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

88 **Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

89 **Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

90 **Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

91 **Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

92

Section 19: Hino Vehicles

Base Model Price for **Hino L7 -** Medium Duty, Day Cab, 33,000 GVWR, Engine: Cummins B6.7L 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Unit Price:	$65,514.00	Total:	$65,514.00

Manufacturer: Hino

Manufacturer #: L7

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

93

Section 19: Hino Vehicles

Base Model Price for **Hino L6** - Medium Duty, Day Cab, 23,000 GVWR, Engine: Cummins B6.7L 240 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Unit Price:	$57,095.00	Total:	$57,095.00

Manufacturer: Hino

Manufacturer #: L6

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

94

Section 19: Hino Vehicles

_Base Model Price for **Hino XL7** - Medium Duty, Day Cab, 33,000 GVWR, Engine: Cummins L9 300 hp at 2,200 rpm, complete with all manufacturer's standard equipment.

Unit Price:	$71,427.00	Total:	$71,427.00

Manufacturer: Hino

Manufacturer #: XL7

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

95

Section 19: Hino Vehicles

Base Model Price for **Hino XL8** - Medium Duty, Conventional Cab, 33,000 GVWR, Engine: Cummins L9 300 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Unit Price: $72,567.00 Total: $72,567.00

Manufacturer: Hino

Manufacturer #: XL8

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

96

Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

97 **Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

98 **Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

99 **Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

100 **Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Third Party Option List 723-23

101

Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

102

Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

103

Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

104

Section 22: International Vehicles

Base Model Price for **International HV507 4x4 -** Severe Duty, Class 6-7, Cummins B6.7 200 hp,10,000 front axle, 17,500 rear axle, air brakes,6 speed transmission, complete with all manufacturer's standard equipment.

Unit Price: $80,253.00 Total: $80,253.00

Manufacturer: International

Manufacturer #: HV507

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

105

Section 22: International Vehicles

Base Model Price for **International HV607 6x4** - Severe Duty, Class 8, Cummins L9 260 hp, 10,000# front axle,40,000# rear axle, 10 speed transmission, air brakes, complete with all manufacturer's standard equipment.

Unit Price: $75,879.00 Total: $75,879.00

Manufacturer: International

Manufacturer #: HV607

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

106

Section 22: International Vehicles

Base Model Price for **International MV607 4x2** - Medium Duty, Class 6-7, Cummins B6.7 200 hp, 8000# front axle, hydraulic brakes, 17,500# rear axle, 6 speed transmission, complete with all manufacturer's standard equipment.

Unit Price:	$59,692.00	Total:	$59,692.00

Manufacturer: International

Manufacturer #: MV607

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

107

Section 22: International Vehicles

Base Model Price for **International HV613** - Severe Duty, Class 6-7, International A26 450 hp, 16,000# front axle, 40,000# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

108

Section 22: International Vehicles

Base Model Price for **International HV607 4x2** - Severe Duty, Class 6-7, Cummins B6.7 200 hp, 10,000# front axle, 17,500# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.

Unit Price:	$63,149.00	Total:	$63,149.00

Manufacturer: International

Manufacturer #: HV607

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

109

Section 22: International Vehicles

Base Model Price for **International MV60E - Electric**, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

110

Section 22: International Vehicles

Base Model Price for **International Lonestar** - Heavy Duty, Class 8, Cummins X15 565 565 565 hp, 18 speed transmission, 13,200# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

111	**Section 22: International Vehicles** Base Model Price for **International HX520** - Severe Duty, Class 8, Cummins X15 565 hp, 18 speed transmission, 14,600# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

112	**Section 22: International Vehicles** Base Model Price for **International HX615 -** Severe Duty, Class 8, International A26 430 hp, 6 speed transmission, 20,000# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment. ***No Bid***
	Manufacturer: *No response*
	Manufacturer #: *No response*
	Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

113

Section 22: International Vehicles

Base Model Price for **International HX620 6x4** - Heavy Duty, Class 8, Cummins X15 450 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.

Unit Price: $99,263.00 Total: $99,263.00

Manufacturer: International

Manufacturer #: HX620

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

114

Section 22: International Vehicles

Base Model Price for **International LT625 6x4** - Heavy Duty, Class 8, International A26 410 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.

Unit Price: $107,286.00 Total: $107,286.00

Manufacturer: International

Manufacturer #: LT625

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

115

Section 22: International Vehicles

Base Model Price for **International HV513 4x2** - Heavy Duty, Class 8, International A26 365 hp, 12,000# front axle, 23,000# rear axle, air brakes, 10 speed transmission, complete with all manufacturer's standard equipment.

Unit Price:	$79,854.00	Total:	$79,854.00

Manufacturer: International

Manufacturer #: HV513

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

116

Section 22: International Vehicles

Base Model Price for **International RH613 4x2** - Heavy Duty, Class 8, International A26 370 hp, 12,000# front axle, 23,000# rear axle, 10 speed, air brakes, complete with all manufacturer's standard equipment.

Unit Price:	$83,312.00	Total:	$83,312.00

Manufacturer: International

Manufacturer #: RH613

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

117	**Section 22: International Vehicles** Base Model Price for **International CV515** - Medium Duty, Class 4-5, International 6.6 350 hp, Allison automatic,6000# front axle, 10,000# rear axle, hydraulic brakes, complete with all manufacturer's standard equipment. Unit Price: $55,273.00 Total: $55,273.00 Manufacturer: International Manufacturer #: CV515 Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

118

Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

OEM Published Opt. Disclosure

119

Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

OEM Published Opt. Disclosure

120

Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

OEM Published Opt. Disclosure

121

Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

OEM Published Opt. Disclosure

122

Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Third Party Option List 723-23

123

Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

124

Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

125

Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

126

Section 25: Isuzu Vehicles

Base Model Price for **Isuzu Cabover NPR** - Class 3, Standard Cab, 12,000 GVWR, 6.6L GenV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$40,308.00	Total:	$40,308.00

Manufacturer: Isuzu

Manufacturer #: 1C1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles

BasBase Model Price for **Isuzu Cabover FTR** - Class 6, Standard Cab, 25,950 GVWR, Cummins B6.7L, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price: $71,440.00 Total: $71,440.00

Manufacturer: Isuzu

Manufacturer #: MT1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

128 CO

Section 25: Isuzu Vehicles

Base Model Price for **Isuzu Cabover FVR** - Class 7, Standard Cab, 33,000 GVWR, Cummins B6.7L, Diesel engine 260, complete with all manufacturer's standard equipment.

Unit Price:	$77,524.00	Total:	$77,524.00

Manufacturer: Isuzu

Manufacturer #: MV1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

129 Bas	**Section 25: Isuzu Vehicles** Base Model Price for **Isuzu Cabover NRR EV** - 235 miles of range both AC and DC fast charging, 19,500-pound GVWR for powerful Class 5, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

130

Section 25: Isuzu Vehicles

Base Model Price for **Isuzu Cabover NPR-HD** – Class 4, Standard Cab, 14,500 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$43,249.00	Total:	$43,249.00

Manufacturer: Isuzu

Manufacturer #: 3F1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

131

Section 25: Isuzu Vehicles

Base Model Price for **Isuzu Cabover NQR** - Class 5, Standard Cab, 17,950 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price: $46,587.00 Total: $46,587.00

Manufacturer: Isuzu

Manufacturer #: 1R2

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

132

Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Isuzu Options Page -- 723-23

133

Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Isuzu Options Page -- 723-23

134

Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Isuzu Options Page -- 723-23

135

Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Isuzu Options Page -- 723-23

136

Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Third Party Option List 723-23

137 **Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

138 **Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

139 **Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

140 **Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model C500** - Heavy Duty, 150,000 lb. GVWR, Conventional Cab, Cummins ISX 15 Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

141

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T180** - Medium Duty, 19,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

142

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T280** - Medium Duty, 26,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

143

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T380** - Medium Duty, Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

144

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T480** - Medium Duty, Class 8, 66,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

145

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model K270** - Medium Duty, Class 6, 26,000 lb. GVWR, COE Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

146	**Section 28: Kenworth Vehicles** Base Model Price for **Kenworth Model K270E -** Medium Duty, Class 6, 26,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200-mile range, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

147	**Section 28: Kenworth Vehicles** Base Model Price for **Kenworth Model K370 -** Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batterie, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

148

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model K370E -** Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200 mile range, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

149

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T680 - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine**, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

150

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T680 FCEV -** Heavy Duty, Class 8, 82,000 lbs Max GVWR, Conventional Cab, Toyota's 310kW Dual Motor Assembly/415 Hp and Gen 2 Dual Fuel Cell Module, 58.8 Kg Hydrogen Storage, 450 Miles of Range, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

151

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T680E** - Heavy Duty, Class 8, Conventional Cab, 396 kWh battery, CCS1 DC Fast Charging, 150 Miles of Range, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

152	**Section 28: Kenworth Vehicles** Base Model Price for **Kenworth Model T800** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment. ***No Bid***
Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

153

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T880** - Medium Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

154

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model W900L** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, Extended Hood, Cummins X15 Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

155

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model W990 -** Heavy Duty, Conventional Cab, PACCAR MX-13 Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

156

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

157

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

158

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

159

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

160

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

161	**Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
162	**Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** hourly labor rate for Paint and Body Repair. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
163	**Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks. Quantity: 1 UOM: Per Mile Delivery Fee ***No Bid***
164	**Section 31: Mack Vehicles** Base Model Price for **Mack Granite -** Heavy Duty, Class 8, 35,000 - 92,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, Eaton-Fuller Manual Transmission, front axle Mack UniMax Axles with Integrated Hub, Drive Axles Meritor "S" Cam Q-Plus Brakes, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

165

Section 31: Mack Vehicles

Base Model Price for **Mack TERRAPRO** - Heavy Duty, Class 8, 35,000 - 81,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, mDRIVE HD and XHD Transmission, front axle Mack UniMax, Drive Axles Mack C150/151 Series, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

166

Section 22: Mack Vehicles

Base Model Price for **Mack LR -** Heavy Duty, Class 8, Low Entry Cabover, 43,000 - 72,000 GVW, Mack MP7 engine, 320-355 HP, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack C150/151 Axle Carriers, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

167

Section 31: Mack Vehicles

Base Model Price for **Mack LR Electric** - Heavy Duty, Low Entry Cabover, 66,000 lbs GVWR, 2 AC motors with 400kW Peak (536 hp) & 334 kW (448 hp) continuous power, 4 NMC lithium-ion batteries, 600V, Up to 150kW charge power with max current of 200A, 550-750 volts charging system, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack S462R, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

168

Section 31: Mack Vehicles

Base Model Price for **Mack Pinnacle -** Heavy Duty, Class 8, 35,000 - 62,000 GVW, Mack MP8 engine, day cab, 415-505 HP, Maxitorque ES transmission, S38/40 Series Axle, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

169

Section 31: Mack Vehicles

Base Model Price for **Mack MD Series** - Heavy Duty, Cummins B6.7 Engine, 220hp/600 lb. ft, Allison 2500HS 6-speed transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

170	**Section 31: Mack Vehicles** Base Model Price for **Mack MD Electric** - Heavy Duty, Class 6, NMC Battery packs, CCS1 Charging, 140 miles (2 batteries) max range, 150 KWH battery capacity (2 batteries), 260 Peak HP, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

171

Section 31: Mack Vehicles

Base Model Price for **Mack Anthem** - Heavy Duty, Class 8, 35,000 - 62,000 GVW, MP7 Engine, 415 - 505 HP, day cab, Eaton-Fuler transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

172

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

173

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

174

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

175

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

176

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

177 **Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

178 **Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

179 **Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

180 **Section 34: Mitsubishi Vehicles**
Base Model Price for **Mitsubishi Cabover TV -** Heavy Duty, 33,500 GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, G330-12K, Electronic-automated unsynchronized transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

181

Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsubushi Cabover Canter -** Light Duty, 6,500 GVW, 4V21 engine, Synchromesh manual transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

182	**Section 34: Mitsubushi Vehicles** Base Model Price for **Mitsbushi Cabover FA/FI** - Medium Duty, 9,600 GVW, Compression Ignition,4 Stroke, Direct injection, Turbo charged diesel engine, MO36S6, Mechanical, 6 forward + 1 reverse transmission, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

183

Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabover Fighter** - Medium Duty, 7.5t GVW, 4V20 Intercooler Turbo engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

184

Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabover FJ -** Heavy Duty, 25,000 GVW, Compression Ignition, 4 Stroke, Direct Injection, Turbo charged inter cooled engine, G85 Synchromesh type 6 Forward + 1 Reverse manual transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

185

Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabover FO -** Heavy Duty, 31,000 Max GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, 9-speed manual transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

186

Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabovere Canter Electric -** Light Duty, GVW 6t Class, Standard cab, all electric, S Battery, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

187

Section 35: Mitsubushi Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

188

Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

189

Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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190 **Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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191 **Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

192 **Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

193 **Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

194 **Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

195 **Section 37: Peterbilt Vehicles**

Base Model Price for **Peterbilt Model 220 -** Medium Duty, Cab over engine, Paccar PX7 engine, 220 HP, Allison 2500 HS transmission, 26,000 GVWR, front gross axle weight 12,000 lbs., rear gross axle weight 17,000-21,000 lbs., complete with all manufacturer's standard equipment.

Unit Price: $79,029.00 Total: $79,029.00

Manufacturer: Peterbilt

Manufacturer #: 220

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

196

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 520 -** Heavy Duty, Cab over engine, Paccar PX9 350 HP, 3000 RDS transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 12,000-22000 lbs., rear gross axle weight 23,000-46- lbs., complete with all manufacturer's standard equipment.

Unit Price: $133,250.00 Total: $133,250.00

Manufacturer: Peterbilt

Manufacturer #: 520

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

197

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 365 -** Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.

Unit Price: $127,188.00 Total: $127,188.00

Manufacturer: Peterbilt

Manufacturer #: 365

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

198

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 367 -** Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.

Unit Price: $135,679.00 Total: $135,679.00

Manufacturer: Peterbilt

Manufacturer #: 367

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

199

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 389 -** Heavy Duty Conventional cab, Paccar MX-13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000 lbs., rear gross axle weight 38,000 lbs., 50,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.

Unit Price: $136,354.00 Total: $136,354.00

Manufacturer: Peterbilt

Manufacturer #: 389

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

200

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 589** - Heavy Duty, Engine PACCAR MX-13, Transmissions PACCAR TX-12, Front Axle PACCAR, Dana, Meritor, Rear Axle PACCAR, Dana, Meritor, complete with all manufacturer's standard equipment.

Unit Price:	$136,418.00	Total:	$136,418.00

Manufacturer: Peterbilt

Manufacturer #: 589

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

201

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 548** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

Unit Price: $84,760.00 Total: $84,760.00

Manufacturer: Peterbilt

Manufacturer #: 548

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

202

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 567** - Medium Duty, Conventional Areo cab vocational unit, Paccar MX13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs., rear gross axle weight 21,000-70,000 lbs., 33,000 and up GVWR, 115" BBC, complete with all manufacturer's standard equipment.

Unit Price: $123,327.00 Total: $123,327.00

Manufacturer: Peterbilt

Manufacturer #: 567

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

203

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 537** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

Unit Price:	$74,416.00	Total:	$74,416.00

Manufacturer: Peterbilt

Manufacturer #: 537

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

204

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 536 -** Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

Unit Price:	$74,765.00	Total:	$74,765.00

Manufacturer: Peterbilt

Manufacturer #: 536

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

205

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 535 -** Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

Unit Price: $73,625.00 Total: $73,625.00

Manufacturer: Peterbilt

Manufacturer #: 535

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

206

Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 579 -** Heavy Duty, Aero cab, Paccar MX-13 engine, 455 HP, Paccar 12-Speed Auto transmission, front gross axle weight 12,000-20,000 lbs., rear gross axle weight 38,000-46,000 lbs., 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.

Unit Price: $129,816.00 Total: $129,816.00

Manufacturer: Peterbilt

Manufacturer #: 579

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

207

Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Dislosure

208

Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

209

Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

210

Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

211

Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Third Party Option List 723-23

212

Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

213

Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

214

Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

215

Section 40: Volvo Vehicles

Base Model Price for **Volvo VNL -** Heavy Duty, 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

216

Section 40: Volvo Vehicles

Base Model Price for **Volvo VNX** - Heavy Duty 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

217	**Section 40: Volvo Vehicles** Base Model Price for **Volvo VNR** - Heavy Duty 113" BBC, 33,000 GVW, Fuller 10 speed transmission, D11 engine, conventional cab, single axle, complete with all manufacturer's standard equipment. ***No Bid***
Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

218

Section 40: Volvo Vehicles

Base Model Price for **Volvo VNR Electric** - Up to 230 miles, Up to 33,000 GVW, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

219	**Section 40: Volvo Vehicles** Base Model Price for **Volvo VAH -** Heavy Duty 113.6" Daycab designed to provide outstanding performance for urban deliveries. Volvo D11 325-425 hp 1250-1550 lb.- ft. Volvo I-Shift - 12 speed Eaton - 10 speed, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

220

Section 40: Volvo Vehicles

Base Model Price for **Volvo VHD** - Heavy Duty Volvo D11 325-425 hp 1250-1550 lb-ft. Volvo D13 405-500 hp 1450-1900 lb-ft, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

221

Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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222 **Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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223 **Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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224 **Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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225 **Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

226 **Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

227 **Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

228 **Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

229 **Section 43: Western Star Vehicles**
Base Model Price for **Western Star 47X** - Medium Duty, Engine Displacement 9L to 13L Horsepower/ Torque 260/860 to 525/1,850, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

230

Section 43: Western Star Vehicles

Base Model Price for **Western Star 49X -** Medium Duty, Engine Displacement 12L to 16L Horsepower/ Torque 350/1,350 to 605/2,050, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

231

Section 43: Western Star Vehicles

Base Model Price for **Western Star 57X -** Heavy Duty, Engine Detroit DD13 Gen 5 370-525 HP, 1250-1850 lb.-ft, Transmission Detroit DT12 Direct and Overdrive AMT, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

232

Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

233

Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

234

Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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235 **Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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236 **Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

237 **Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

238 **Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

239 **Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

240 **Section 1: Autocar Vehicles (Addendum No. 1)**

Base Model Price for **Autocar ACTT 4x2** – Terminal tractor, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins B6.7 200 HP with Allison 3000 RDS, 4 speed transmission, diesel engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

241

Section 1: Autocar Vehicles (Addendum No. 1)

Base Model Price for **Autocar ACTT 6x4** – Terminal tractor, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins B6.7 200 HP with Allison 3000 RDS, 4 speed transmission, diesel engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

242	**Section 4: Battle Motors Vehicles (Addendum No. 1)** Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 6x4 – Diesel** - Heavy Duty, Low Narrow Tilt Crew Cab, Bas 6 - 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3500 RDS transmission, front axel 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

243

Section 4: Battle Motors Vehicles (Addendum No. 1)

Base Model Price for **Battle Motors Low Entry Tilt 2 (LET2) 6x4 – Diesel** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs,single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

244	**Section 4: Battle Motors Vehicles (Addendum No. 1)** Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 6x4 – Electric -** Heavy Duty, Low Narrow Tilt Cab, Class 6 - 8, GVWR 26,000 - 54,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Direct Drive transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

245

Section 4: Battle Motors Vehicles (Addendum No. 1)

Base Model Price for **Battle Motors Low Entry Tilt II (LET2) 6x4 – Electric -**Heavy Duty, Low Entry Tilt Cab, Class 6-8, GVWR 33,000 - 72,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Two Speed Powershift transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

246	**Section 19: Hino Vehicles (Addendum No.1)** Base Model Price for **HINO L6** - Medium Duty, Day Cab, 23,000 GVWR, Engine: Cummins B6.7L 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Unit Price: $57,095.00 Total: $57,095.00

Manufacturer: Hino

Manufacturer #: L6 23,000 GVWR

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

247

Section 19: Hino Vehicles (Addendum No.1)

Base Model Price for **HINO M4** - Day Cab, 14,500 GVWR, Engine: JO5E-tp 5-liter diesel, Type: Diesel 4-cycle, 4 cylinder in
line, 210HP at 2,500RPM, complete with all manufacturer's standard equipment.

Unit Price: $34,976.00 Total: $34,976.00

Manufacturer: Hino

Manufacturer #: M4

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

248	**Section 19: Hino Vehicles (Addendum No.1)** Base Model Price for **HINO M5** - Day Cab, 19,500 GVWR, Engine: JO5E-tp 5-liter diesel, Type: Diesel 4-cycle, 4 cylinder in, 210HP at 2,500RPM, complete with all manufacturer's standard equipment.

Unit Price: $41,653.00 Total: $41,653.00

Manufacturer: Hino

Manufacturer #: M5

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

249

Section 25: Isuzu Vehicles (Addendum No. 1)

_Base Model Price for **Isuzu Cabover NPR** - Class 3, Crew Cab, 12,000 GVWR, 6.6L GenV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$46,587.00	Total:	$46,587.00

Manufacturer: Isuzu

Manufacturer #: 1D3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

250

Section 25: Isuzu Vehicles (Addendum No. 1)

_Base Model Price for I**suzu Cabover NPR-HD** - Class 4, Standard Cab, 14,500 GVWR, 6.6L GenV, 8- Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$42,426.00	Total:	$42,426.00

Manufacturer: Isuzu

Manufacturer #: 1F1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

251	**Section 25: Isuzu Vehicles (Addendum No. 1)** Base Model Price for **Isuzu Cabover NPR-HD** - Class 4, Crew Cab, 14,500 GVWR, 6.6L GenV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price: $48,699.00 Total: $48,699.00

Manufacturer: Isuzu

Manufacturer #: 1G3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

252

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NQR** - Class 5, Crew Cab, 17,950 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$52,971.00	Total:	$52,971.00

Manufacturer: Isuzu

Manufacturer #: 1S3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

253

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NPR-XD** – Class 4, Standard Cab, 16,000 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$44,563.00	Total:	$44,563.00

Manufacturer: Isuzu

Manufacturer #: 3Y1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

254

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NPR-XD** – Class 4, Crew Cab, 16,000 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$48,841.00	Total:	$48,841.00

Manufacturer: Isuzu

Manufacturer #: 3Z3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

255

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NRR** – Class 5, Standard Cab, 19,500 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$47,766.00	Total:	$47,766.00

Manufacturer: Isuzu

Manufacturer #: 1U2

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

256

Section 25: Isuzu Vehicles (Addendum No. 1

Base Model Price for **Isuzu Cabover NRR** – Class 5, Crew Cab, 19,500 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$54,153.00	Total:	$54,153.00

Manufacturer: Isuzu

Manufacturer #: 1V3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

257

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NRR** – Class 5, Standard Cab, 19,500 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Deisel engine, complete with all manufacturer's standard equipment.

Unit Price:	$47,766.00	Total:	$47,766.00

Manufacturer: Isuzu

Manufacturer #: 1U2

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

258

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NRR** – Class 5, Crew Cab, 19,500 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$52,858.00	Total:	$52,858.00

Manufacturer: Isuzu

Manufacturer #: 3V3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

259

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NQR** - Class 5, Standard Cab, 17,950 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$47,086.00	Total:	$47,086.00

Manufacturer: Isuzu

Manufacturer #: 3R1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

260

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for Isu**zu Cabover NQR** - Class 5, Crew Cab, 17,950 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$51,325.00	Total:	$51,325.00

Manufacturer: Isuzu

Manufacturer #: 3S3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

261

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover FVR** - Class 6 De-rated, Standard Cab, 25,950 GVWR, Cummins B6.7L, Diesel engine 260, complete with all manufacturer's standard equipment.

Unit Price:	$77,399.00	Total:	$77,399.00

Manufacturer: Isuzu

Manufacturer #: MW1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

262	**Section 25: Isuzu Vehicles (Addendum No. 1)** Base Model Price for **Isuzu Cabover FVR** - Class 6 De-rated, Crew Cab, 25,950 GVWR, Cummins B6.7L, Diesel engine 260, complete with all manufacturer's standard equipment

	Unit Price: $77,399.00	Total:	$77,399.00
Manufacturer:	Isuzu		
Manufacturer #:	MW1		

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

263

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NPR-HD** – Class 4, Crew Cab, 14,500 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price: $47,521.00 Total: $47,521.00

Manufacturer: Isuzu

Manufacturer #: 3G3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

264

Line deleted as part of an Addendum

265

Line deleted as part of an Addendum

Response Total: $3,806,069.25

Purchase and Repairs of Peterbilt Trucks
Rush Truck Centers of Texas, L.P.
Fleet Services - 9009

Tom Gramer

Director of Facilities & Fleet

6/8/2026

File ID PUB26-078



Buy Board Cooperative Network
Medium and Heavy-Duty Trucks, Parts, and Maintenance

- The City of Denton Fleet Services Department purchases, repairs, and maintains various types of heavy-duty equipment utilized by departments, including Solid Waste, Streets, and Wastewater, that supports City's services, such as street cleaning and maintenance, refuse pick up, debris removal, and water line flushing.
- The repair services provided by this contract ensure that assets requiring specialized diagnostic equipment and technical knowledge remain operational.
- All vehicle and equipment acquisitions will be processed through the City's budgeting processes.
- The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

Contract Estimate

Contract Estimate by Year

Category	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
Asset Additions	-	$330,000	$340,000	$350,000	$360,000	$1,380,000
Asset Replacements	$1,920,000	$1,980,000	$2,040,000	$1,750,000	$1,800,000	$9,490,000
Repair Services	$ 610,000	$620,000	$620,000	$630,000	$630,000	$3,110,000
Sub Total	**$ 2,530,000**	**$ 2,930,000**	**$ 3,000,000**	**$ 2,730,000**	**$ 2,790,000**	**$ 13,980,000**
Contingency 5%	$126,500	$146,500	$150,000	$136,500	$139,500	$699,000
Total	**$ 2,656,500**	**$ 3,076,500**	**$ 3,150,000**	**$ 2,866,500**	**$ 2,929,500**	**$ 14,679,000**

Acquisitions by Department

Department	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
Solid Waste	5	3	6	4	2	20
Streets		1	1	1	1	4
Wastewater	1	3	1	1	2	8
Total	**6**	**7**	**7**	**6**	**5**	**32**

Contract Estimate by Fund

Fund	Repair Services	Asset Additions	Asset Replacements
General Fund	4%	20%	13%
Utilities	96%	80%	87%

Asset Acquisition Example



Peterbilt 520
Acquisition Price: $ 330,000.00

The charts highlight the contract's estimated cost breakdown by fiscal year, the projected acquisition schedule based on the addition and replacement of assets, and the utilization rate by fund for acquisitions and services, all of which will be routed through the City's collaborative budgeting process.

Recommendation

Staff recommends approval of a one-year, with four additional one-year extension, in the total five-year not-to-exceed amount with Rush Trucks Center of Texas, L.P. of $14,679,000.

Questions?

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RUSH TRUCK CENTERS OF TEXAS, L.P., THROUGH THE BUY BOARD COOPERATIVE PURCHASING NETWORK CONTRACT NO. 723-23, FOR THE ACQUISITION, REPAIRS, AND MAINTENANCE OF PETERBILT TRUCKS FOR THE FLEET SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 9009 – AWARDED TO RUSH TRUCK CENTERS OF TEXAS, L.P., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $14,679,000.00).

WHEREAS, pursuant to Ordinance 2005-034, the Buy Board Cooperative Purchasing Network has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the Buy Board Cooperative Purchasing Network programs at less cost than the City would expend if bidding these items individually; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the "File Number" referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

FILE NUMBER	VENDOR	AMOUNT
9009	Rush Truck Centers of Texas, L.P.	$14,679,000.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to the Buy Board Cooperative Purchasing Network for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards,

quantities, and for the specified sums contained in the bid documents and related documents filed with the Buy Board Cooperative Purchasing Network and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by the Buy Board Cooperative Purchasing Network, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to the Buy Board Cooperative Purchasing Network, and the quantities and specified sums contained in the City's purchase orders and related documents referenced herein are approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval of purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

Docusign City Council Transmittal Coversheet

COOP	9009
File Name	Purchase and Repair of Peterbilt Trucks
Purchasing Contact	Kayla Clark
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND RUSH TRUCK CENTERS OF TEXAS, L.P.
(File # 9009)

THIS CONTRACT is made and entered into this date _____, by and between RUSH TRUCK CENTERS OF TEXAS, L.P. a Texas Limited Partnership, whose address is 555 IH 35 South New Braunfels, TX 78130, hereinafter referred to as "Supplier," "Contractor," or "Vendor" and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Supplier shall provide products and services in accordance with the Supplier's Buyboard Cooperative Purchasing Contract, #723-23, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B" ("Buyboard Contract")**. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) Buyboard Cooperative Purchasing Contract #723-23 with RUSH TRUCK CENTERS OF TEXAS, L.P., **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Insurance Requirements **(Exhibit "D");**
(e) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "E")**

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel
Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or 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. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies
Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy***

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companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

BY:
SUPPLIER
Signed by:
Richard Rechtien
517E461602A64DB...
RUSH TRUCK CENTERS OF TEXAS, L.P.
Authorized Signature

Printed Name: Richard Rechtien

Title: RGM

Email Address: rechtienr@rushenterprises.com

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Signed by:
Leah Bush
3A6254145BDA469...

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

DocuSigned by:
Tom Gramer
7B58DA8FCE3F49C...
SIGNATURE

Director
TITLE

Facilities
DEPARTMENT

File 9009

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

Exhibit A
Special Terms and Conditions

1. Contract Term

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

2. Total Contract Amount

The contract total shall not exceed $14,679,000. Pricing shall be per Exhibit B on file at the office of the Purchasing Agent as may be updated by Supplier from time to time in accordance with the terms of the Buyboard Contract.

3. Additonal Fees

Line #	Description	UOM	Unit
2	OT Labor Rate	EA	$225.00
3	BB Rate hourly labor rate for Paint and Body Repair.	EA	$225.00
6	Field Service Rate	EA	$225.00
7	Field Service OT Rate	EA	$225.00
Fees			
8	Shop Supplies (Per Invoice) 10% of labor	LS	10.0%
11	Freight (From Rush to City) (Freight is not paid from, vendor to Rush)	LS	5% markup
12	EPA Fee	EA	$4.00
13	Travel Labor per hour (called Drive time on our invoices)	EA	$75.00
14	Per mile delivery fee for Medium and Heavy-Duty Trucks.	EA	$4.65
15	Sublet	LS	25%
NOTE: Pricing may be updated by Supplier from time to time in accordance with the terms of the Buyboard Contract.			

4. Additional Service Terms

A. Rates; Authorization; Additional Repairs. Supplier's charges for labor are not based on actual

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mechanic's time but are established by multiplying RUSH's labor rate by industry time allowances or Supplier's own judgment of the time to be charged. If an estimate is provided, the City will not be charged more than the estimated price approved by the City. However, if Supplier discovers that different or additional repairs are indicated, the City will be contacted for authorization to make such additional repairs. Authorization may be given by the City orally or in written form, including email. In the event that the City authorizes commencement but does not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly, or partially completed work. Such charge will be directly related to the actual amount of mechanic's time and/or parts involved in the inspection, repair, or service performed. Supplier will submit warranty claims on behalf of the City for manufacturers for whom it is authorized to perform warranty service; however, the City understands and agrees that it is responsible for full payment for any Services provided that are not covered by warranty. Supplier is not responsible for any loss, damage, or other liability caused by, arising from, or related to repair or maintenance work recommended by Supplier that is declined by the City. The City agrees that Supplier employees may operate the City's vehicle for purposes of facilitating the repairs, including but not limited to diagnosing, road testing, and sublet services.

B. OEM Parts. The City acknowledges that estimates for non-warranty repairs may include parts not made by the original manufacturer. Parts used in the non-warranty repair of customer's vehicle by other than the original manufacturer are required to be at least equal in like kind and quality in terms of fit, quality and performance to the original manufacturer parts they are replacing.

C. Damage; Theft. When City vehicles are on Supplier's repair site, Supplier is responsible for loss of or damage to a vehicle due to or arising from fire, weather, theft, negligence, or intentional misconduct of Supplier or its employees. Supplier is not responsible for any loss or damage to articles of personal property that have been left in the vehicle or for loss or damage to any cargo, materials or supplies carried on or in a vehicle, whatever the cause and the City is responsible for removing such items prior to delivery of the vehicle for service.

D. Communication Consent; Use of Repair Data. Vehicle maintenance service and repair information arising from or created as a result of maintenance and repair services provided by Supplier to the City, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Supplier and such Maintenance Third Parties to support and enhance vehicle repair services provided to Supplier and the Maintenance Third Parties' customers. The City also authorizes Supplier and the Maintenance Third Parties to use and disclose Vehicle Repair Data to third parties for any purpose in an anonymous or aggregated form that does not identify the City.

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor . No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives the deliverables or at the time the City receives title to the

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deliverables if title is conveyed before the City receives possession.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The place of delivery shall be that set forth in the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so and the parties will in good faith agree upon an amount to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such agreed upon amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.
A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

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B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA) ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:

A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

the remittance address specified on the Contractor's invoice.
C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.
F. Contractor must submit invoices no later than thirty (30) calendar days after termination or expiration of the Contract. Any invoices sent after that date will be considered noncompliant and will not be approved for payment.

13. **PAYMENT**:
A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.
B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.
D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;
iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

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F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15th) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.
B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:
A. The Contractor agrees that the City shall, until the expiration of five (5) years after final

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payment under this Contract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests, and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.**

21. **WARRANTY – DELIVERABLES**:

A. Any warranties on any new goods sold by Contractor are limited only to any printed warranty provided by the applicable manufacturer of the goods. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE GOODS ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED. .

B. Recycled deliverables shall be clearly identified as such.

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

C. The Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations ("Services").

A. Reserved.

B. Unless otherwise specified in the Contract, the Services warranty period shall be ninety (90) days from the completion of the Services. The City's sole and exclusive remedy under the Services Warranty is the repair of any nonconforming portion of the Services. CONTRACTOR PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Contractor for the City.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract and does not cure such failure within thirty (30) calendar days after receiving written notice from the City of such failure, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise.

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, NEITHER PARTY WILL BE RESPONSIBLE IN ANY MANNER, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, FOR ANY: CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGE OF ANY NATURE, INCLUDING ANY LOSS OF ACTUAL OR EXPECTED PROFITS, SALES, OR GOODWILL.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the

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reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to endeavor to perform all obligations within the timeframes required. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties; and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" means negligence willful misconduct.

B. **THE CONTRACTOR SHALL DEFEND , INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS TO THE PROPORTIONATE EXTENT SUCH INDEMNIFIED CLAIMS ARISE OUT OF, ARE INCIDENT TO, CONCERN OR RESULT FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. CONTRACTOR SHALL HAVE NO OBLIGATION TO INDEMNIFY FOR THE CITY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

33. **LIMITATION OF LIABILITY**: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **INSURANCE**: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of

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Texas and satisfactory to the City of Denton. The City of Denton reserves the right to request insurance during the contract term.
B. Specific Coverage Requirements: Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

35. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing, with a copy to: Rush Enterprises, Inc., 555 IH35 South, New Braunfels, TX 78130. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS RESERVED**:

39. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use

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the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES RESERVED**.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethics Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge,

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expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. **SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, Contractor may engage subcontractors to provide or assist in providing the Services, in which case Contractor remains responsible for the fulfillment of its obligations under this Agreement and for the performance of the Services. Contractor will be further responsible for the acts and omissions of its subcontractors to the same extent as if done by Contractor directly.

47. **NO GIFT OF PUBLIC PROPERTY**: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an

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express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
C. The parties shall not be required to submit to binding arbitration.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:

A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable only if federal funds are used to finance the agrement. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

v. “Foreign end product” means an end product other than a domestic end product.
vi. “United States” means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled “Buy American Act Certificate”.

61. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. **PREVAILING WAGE RATES:** In the event that federal funds are used, the Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2’s to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers’ Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers’ Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor’s omission or breach of this Section.

66. **ATTORNEY’S FEES; LEGAL COSTS:** Each party shall bear its own attorney’s fees and legal costs, except as expressly required by law.

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

67. **DRUG FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages referenced in this Agreement relating to government-owned, leased, or occupied property and equipment, to the extent such damages are caused by the acts or omissions of Contractor and its employees, agents, and subcontractors, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. **RECORDS RETENTION:** The Contractor shall retain all books and records directly related to Contractor's performance and invoicing relating to the performance required in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, unless a longer retention period is required by law. The Contractor shall grant access to all such Contract-related records pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract, upon reasonable advance, written notice and during normal business hours. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i)

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

all contracting information related to this contract will be preserved for the duration of the Contract; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City to the extent such information is reasonably necessary to verify compliance with this Contract and is not proprietary or confidential; and (iii) the Contractor shall continue to retain Contract-related records in accordance with this section and applicable state and federal record retention requirements.

73. **PROCUREMENT LAWS**: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. **AUTHORITY**: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

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Exhibit D

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents,

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Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. <u>GARAGE LIABILITY</u>

Garage Liability Insurance, including, but not limited to, Premises/Operations, Automobile, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000 other than Auto-

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each accident, $2,000,000 Other than Auto-aggregate, $1,000,000 Auto-each accident.

The policy shall include:

a) Garage Keepers Liability insurance on a direct primary basis, to include coverage for Comprehensive and Collision, for damage to the CITY'S vehicle(s) in the CONTRACTOR'S care, custody, or control, with losses adjusted on an Actual Cash Value basis, subject to a $1,000,000 policy limit and all policy terms and conditions.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

C. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: $100,000.00 Each Accident
Bodily Injury by Disease: $100,000.00 Each Employee
Bodily Injury by Disease: $500,000.00 Policy Limit

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the

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services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.
By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

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

RUSH TRUCK CENTERS OF TEXAS, L.P.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

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

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by: Richard Rechtien
517E461602A64DB...
Signature of vendor doing business with the governmental entity

4/20/2026
Date

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

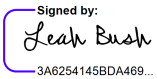
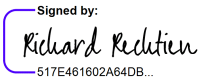
Certificate Of Completion

Envelope Id: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2
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Subject: Please DocuSign: City Council Contract 9009 - Purchase and Repair of Peterbilt Trucks
Source Envelope:
Document Pages: 31
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kayla Clark
901B Texas Street
Denton, TX 76209
kayla.clark@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
4/16/2026 12:51:47 PM
Holder: Kayla Clark
kayla.clark@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Kayla Clark kayla.clark@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 4/16/2026 1:04:56 PM Viewed: 4/16/2026 1:05:30 PM Signed: 4/16/2026 1:11:32 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/16/2026 1:11:34 PM Viewed: 4/16/2026 1:22:41 PM Signed: 4/16/2026 1:23:46 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/16/2026 1:23:48 PM Viewed: 4/17/2026 6:41:05 AM Signed: 4/17/2026 8:09:13 AM
Richard Rechtien RechtienR@RushEnterprises.com RGM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/17/2026 10:24:18 AM ID: 0ad0135e-e3db-4130-8a23-5d1b0c9a3898	Signed by:  517E461602A64DB... Signature Adoption: Pre-selected Style Using IP Address: 163.116.253.56	Sent: 4/17/2026 8:09:16 AM Viewed: 4/17/2026 10:24:18 AM Signed: 4/20/2026 5:44:27 AM

Signer Events	Signature	Timestamp
Tom Gramer Tom.Gramer@cityofdenton.com Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  7B58DA8FCE5F49C... Signature Adoption: Pre-selected Style Using IP Address: 2603:8080:f7f0:2f90:14c3:fbac:5cd8:fb1a Signed using mobile	Sent: 4/20/2026 5:44:31 AM Viewed: 4/20/2026 5:45:22 AM Signed: 4/20/2026 5:45:56 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 4/20/2026 5:45:59 AM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/16/2026 1:11:34 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/20/2026 5:46:00 AM Viewed: 4/22/2026 7:34:01 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2026 1:04:56 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

Capital Projects/Engineering
401 N. Elm St., Denton, TX • (940) 349-8910

MEMORANDUM

DATE: June 8, 2026

TO: Members of the Public Utilities Board

FROM: Seth Garcia, Director of Capital Projects

SUBJECT: North Masch Branch Sewer Line (Baker Sewer) and Development

At the Public Utilities Board meeting on May 18, 2026, Board Member Riback asked about the development planned for the Baker Tract in connection with the North Masch Branch Sewer Line. The information below outlines the proposed development on the Baker Tract, the adjacent Harris Tract, and other potential projects in the surrounding area.

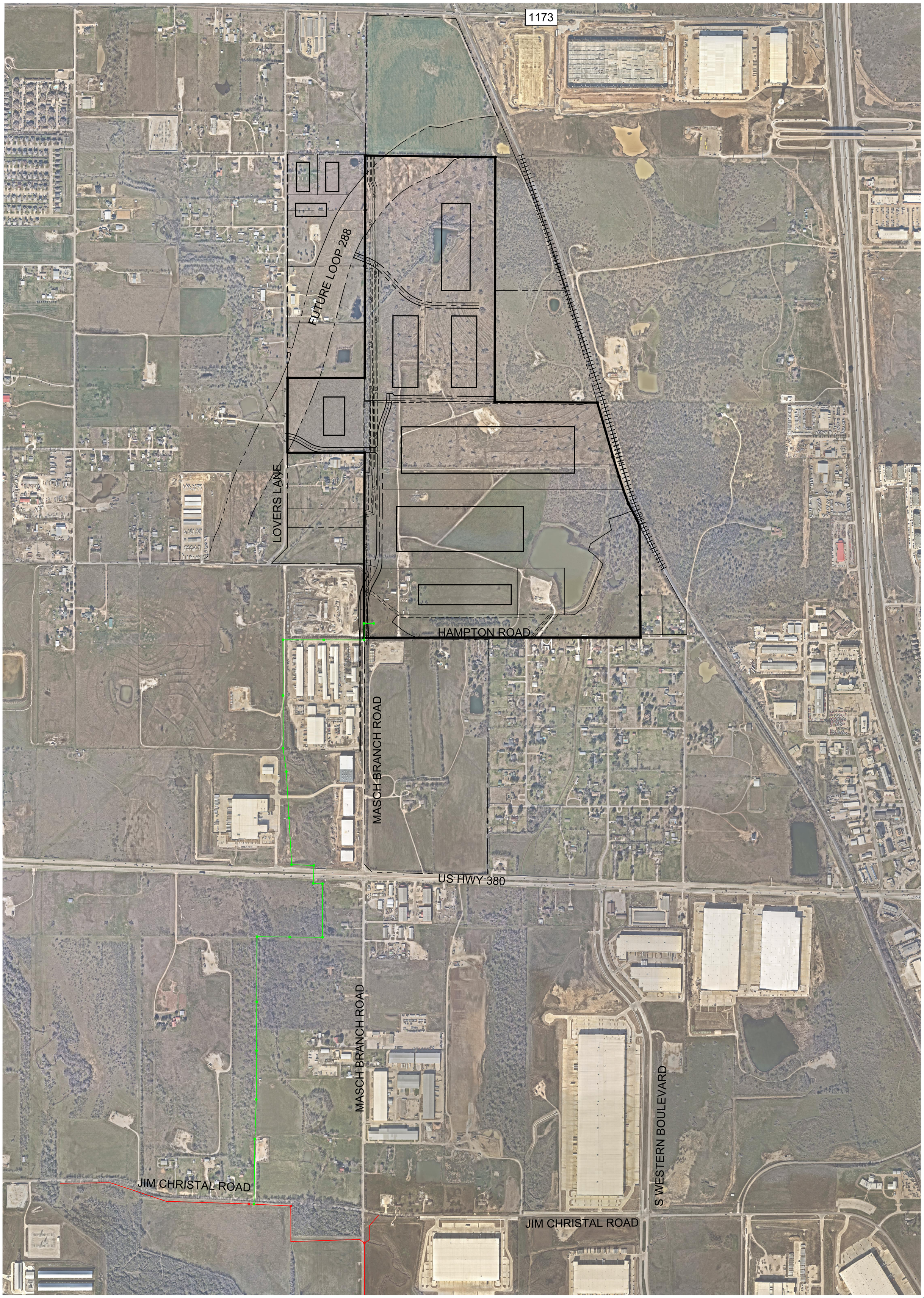
Proposed Development

The Baker Tract consists of approximately 352.71 acres of land generally located north of Hampton Road and east of Lovers Lane in the City of Denton. The proposed development includes light industrial uses. A site plan is attached that illustrates the development layout and potential locations for the light industrial buildings.

The Harris Tract consists of approximately 84.14 acres of land generally located north of US 380 and west of North I-35E in the City of Denton. The proposed development includes light industrial uses with over 1.1 million square feet of warehouse space across 10 buildings. A site plan is attached that illustrates the development layout and potential locations for the light industrial buildings.

The North Masch Branch Sewer Line will serve approximately 1,100 acres of undeveloped land in the surrounding area. Full buildout of this area could support approximately 10.3 million square feet of light industrial space with a potential future valuation exceeding one billion dollars. Currently, 4.7 million square feet of development within this service area is under review by Development Services.

The development is located in DME's multi-certified service territory and negotiations are ongoing for DME to serve this development. In multi-certified service territories, a competitive process is used by developers to select the electric provider.



Denton, Texas
May 2024

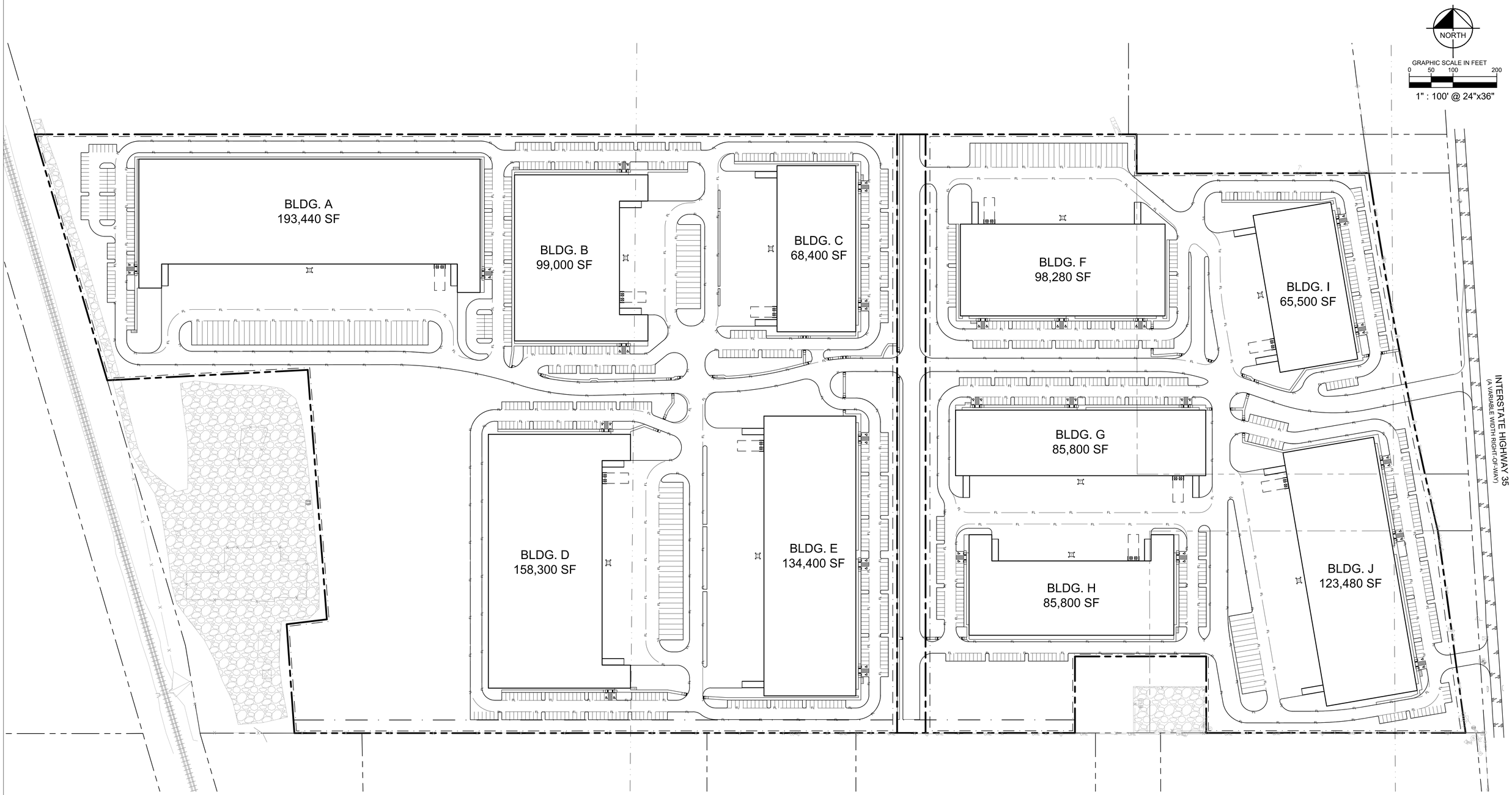
NORTH

GRAPHIC SCALE IN FEET
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LAST SAVED 5/27/2024 11:03 PM

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
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PRELIMINARY SEWER DEMAND EXHIBIT

ULR HARRIS RANCH
DENTON, TX

Building	Wastewater Source	Applicable Unit	Total Building Area	Warehouse (80%)	Office (20%)	Warehouse 1/3500 SF Pop/Unit	Office 1/450 SF Pop/Unit	Population	Sewage Design Flow Per Unit (gpd)*	ADF* (gpd)	ADF (gpm)	Peaking Factor	PDF (gpd)	PDF (gpm)
A	Industrial	SF	193,440	154,752	38,688	45	86	131	20	2,620	2	4	10,480	7.3
B	Industrial	SF	99,000	79,200	19,800	23	44	67	20	1,340	1	4	5,360	3.7
C	Industrial	SF	68,400	54,720	13,680	16	31	47	20	940	1	4	3,760	2.6
D	Industrial	SF	158,300	126,640	31,660	37	71	108	20	2,160	2	4	8,640	6.0
E	Industrial	SF	134,400	107,520	26,880	31	60	91	20	1,820	1	4	7,280	5.1
F	Industrial	SF	98,280	78,624	19,656	23	44	67	20	1,340	1	4	5,360	3.7
G	Industrial	SF	85,800	68,640	17,160	20	39	59	20	1,180	1	4	4,720	3.3
H	Industrial	SF	85,800	68,640	17,160	20	39	59	20	1,180	1	4	4,720	3.3
I	Industrial	SF	65,500	52,400	13,100	15	30	45	20	900	1	4	3,600	2.5
J	Industrial	SF	123,480	98,784	24,696	29	55	84	20	1,680	1	4	6,720	4.7
								758					**60,640**	**42.1**

*Design Flows and Peaking Factor from City of Denton Design Criteria Manual (Section 6.3.1)

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NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
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Future Public Utilities Board Agenda Items

Note: This is a working draft of pending PUB items and is subject to change without notice.

Meeting Date	Item	Dept
May 18, 2026		
June 8, 2026		
June 22, 2026	Budget Update	Budget
July 13, 2026	Water/Wastewater Quarterly Report Budget Workshop	Water Budget
July 27, 2026	Rate and Budget Recommendation	Budget
August 10, 2026		
August 24, 2026		
September 14, 2026		
September 28, 2026	Water/Wastewater Quarterly Report	Water
October 12, 2026	2027 PUB Schedule	DME
October 26, 2026		
November 16, 2026		
December 14, 2026	Water/Wastewater Quarterly Report	Water

Codes: Work Session WS, Consent Agenda CA, Individual Consideration IC

PUBLIC UTILITIES BOARD - NEW BUSINESS ACTION ITEMS

	DATE REQUESTED	REQUESTOR	ITEM	DEPT	STATUS
1.	2/9/26	Riback	Major Water and Wastewater infrastructure projects such as Ray Roberts Expansion, Pecan Creek Expansion and any others the department may deem responsive to this request.	Water/Waste water – Stephen Gay	Quarterly Reports 4/27/26, 7/13/26, 9/28/26, 12/14/26
2.					