City of Denton

Meeting Agenda

City Council

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

Tuesday, July 22, 2025 | **2:00 PM** | **Council Work Session Room & Council Chambers**

SPECIAL CALLED

WORK SESSION BEGINS AT 2:00 P.M. IN THE COUNCIL WORK SESSION ROOM

CLOSED MEETING BEGINS IMMEDIATELY FOLLOWING THE WORK SESSION IN THE COUNCIL WORK SESSION ROOM

CITY COUNCIL CONSIDERATION OF THE CONSENT AGENDA AND ITEMS FOR INDIVIDUAL CONSIDERATION WILL BEGIN IMMEDIATELY FOLLOWING THE CLOSED MEETING IN THE COUNCIL CHAMBERS

REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL

Individuals may speak during a Council meeting under one of the following categories:

Comments on Agenda Items:

Public comments can be given for any item considered by the Council, EXCEPT work session reports or closed meetings. Individuals are only able to comment one time per agenda item and cannot use more than one method to comment on a single agenda item. Public comments are limited to three (3) minutes per citizen.

Public Hearing Items:

Individuals are limited to four (4) minutes per public hearing item.

Individuals may participate by using one of the following methods:

1. **In Person for Regular or Consent Agenda Items:**

   To provide in-person comments on consent agenda items, individuals must be present at the Work Session portion of the meeting. To provide in-person comments on individual consideration items, individuals must be present at the Regular or Special Session portion of the meeting. In both instances, individuals must also submit a speaker card (available at the meeting location) to the City Secretary prior to the item being called.

2. In Person for Public Hearing Items:

For public hearing items, speaker cards are encouraged but not required.

3. eComment:

The agenda is posted online at www.cityofdenton.com/publicmeetings. 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 City Council immediately upon submission and recorded by the City Secretary into the Minutes of the Meeting.

After determining that a quorum is present, the City Council of the City of Denton, Texas will convene in a Work Session on Tuesday, July 22, 2025 at 2:00 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

WORK SESSION

1. Citizen Comments on Consent Agenda Items

This section of the agenda allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. Each speaker will be given a total of three (3) minutes to address any item(s). Any person who wishes to address the City Council regarding these items may do so by submitting a completed speaker card (available at the meeting location) to the City Secretary at the commencement of the Work Session meeting. Registration is required prior to the time the City Council considers this item.

2. Requests for clarification of agenda items listed on this agenda for public hearing and individual consideration.

This section allows members of the City Council to ask questions on items listed on this agenda for public hearing and individual consideration. Responses to questions on items listed under the consent agenda that are received prior to the meeting are available by clicking on Exhibit 1 below. The responses will be available prior to the start of the meeting, when applicable. Any handouts distributed at the meeting will also be uploaded to the below link by 12:00 p.m. on the business day following the meeting. Members of the Council may remove items from the consent agenda. When items are removed from the consent agenda and placed on the regular agenda by members of the council, the removed items shall be taken up in the order of removal right after the consent agenda.

A. ID 25-467 Meeting Questions, Responses & Handouts

Attachments: Exhibit 1 - Agenda Information Sheet

3. Work Session Reports

A. ID 24-2617 Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2025-26 preliminary Capital Improvement Program.
[Estimated Presentation/Discussion time: 60 minutes]

Attachments: Exhibit 1 - Agenda Information Sheet.pdf
Exhibit 2 - Presentation.pdf

B. ID 25-1272 Receive a report, hold a discussion, and give staff direction on the adoption of the 2024 International Energy Conservation Code appendices for EV Ready and Solar Ready for all new construction.

[Estimated Presentation/Discussion Time: 30 minutes]

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

Following the completion of the Work Session, the City Council will convene in a Closed Meeting in the Council Work Session Room to consider specific item(s) when these items are listed below under the Closed Meeting section of this agenda. The City Council reserves the right to adjourn into a Closed Meeting on any item on its Open Meeting agenda consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law.

1. Closed Meeting:

A. ID 25-1163 Deliberations regarding Personnel Matters - Under Texas Government Code Section 551.074.

Deliberate and discuss the evaluation, duties, discipline, dismissal, compensation, and/or contract of the City Manager.

B. ID 25-1166 Deliberations regarding Personnel Matters - Under Texas Government Code Section 551.074.

Deliberate and discuss the evaluation, duties, discipline, dismissal, compensation, and/or contract of the City Attorney.

C. ID 25-1264 Consultation with Attorneys - Under Texas Government Code Section 551.071.

Consult with the City's attorneys regarding potential resolution to a Measured Mile claim with McCarthy Building Companies Inc. for construction phase services for Southeast Denton Package B (SED-B) Improvements for the Capital Projects Department; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position. This agenda item is related to Consent Agenda item ID 25-1255 and will be a placeholder if Council members have questions requiring confidential discussion as allowed by law.

Any final action, decision, or vote on a matter deliberated in a Closed Meeting will only be taken in an Open Meeting that is held in compliance with Texas Government Code, Chapter 551, except to the extent such final decision, or vote is taken in the Closed Meeting in accordance with the provisions of Section 551.086 of the Texas Government Code (the 'Public Power Exception'). The City Council reserves the right to adjourn into a Closed Meeting or Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda or to reconvene in a continuation of the Closed Meeting on the Closed Meeting items noted above, in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.086 of the Texas Open Meetings Act.

NOTE: Any item for which a formal action at the Regular Meeting has been taken by Council may be subject to a request for a motion for reconsideration at any time during the meeting, at the Concluding Items Section, or after the meeting. In order to comply with the Texas Open Meetings Act, a request for a motion for reconsideration made during, at the end of, or after a Council meeting will be placed on the agenda and considered at the next official meeting of the City Council.

Following the Closed Meeting, the City Council will reconvene in Open Meeting to take action, if any, on matters discussed in closed session.

AFTER DETERMINING THAT A QUORUM IS PRESENT, THE SPECIAL CALLED MEETING OF THE CITY OF DENTON CITY COUNCIL WILL CONVENE IN THE COUNCIL CHAMBERS AT CITY HALL, 215 E. MCKINNEY STREET, DENTON, TEXAS FOR CONSIDERATION OF THE CONSENT AGENDA AND ITEMS FOR INDIVIDUAL CONSIDERATION IMMEDIATELY FOLLOWING THE CLOSED MEETING.

4. CONSENT AGENDA

Each of these items is recommended by Staff or a board, commission, and committee. Approval thereof will be strictly on the basis of those recommendations. Approval of the Consent Agenda authorizes the City Manager or his designee to implement each item in accordance with the Staff recommendations. The City Council has received background information and has had an opportunity to raise questions regarding these items prior to consideration.

For those items recommended by a specific board, commission, or committee, the agenda item will reference that recommendation. To view the video of the related board, commission, or committee meeting, as applicable, a link can be found within the applicable supporting documentation (Exhibit 1).

Listed below are bids, purchase orders, contracts, and other items to be approved under the Consent Agenda (Agenda Items A –X). This listing is provided on the Consent Agenda to allow Council 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. ID 25-1300 Consider a nomination/appointment to the City of Denton Mobility Committee.

Attachments: Exhibit 1 - Agenda Information Sheet

B. ID 25-1298 Consider a nomination/reappointment to the City of Denton Library Board.

Attachments: Exhibit 1 - Agenda Information Sheet

C. ID 25-1301 Consider a nomination/reappointment to the City of Denton Library Board.

Attachments: Exhibit 1 - Agenda Information Sheet

D. ID 25-1329 Consider a nomination/reappointment to the City of Denton Health and Building Standards Commission.

Attachments: Exhibit 1 - Agenda Information Sheet

E. ID 25-1307 Consider approval of a resolution of the City of Denton excusing the July 7, 2025, meeting absence of a Parks, Recreation and Beautification Board Member; and providing an effective date.

Attachments: Exhibit 1 - Agenda Info Sheet
Exhibit 2 - Resolution

F. ID 25-1308 Consider approval of a resolution of the City of Denton excusing the July 11, 2025, meeting absence of a Community Services Advisory Committee Member; and providing an effective date.

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

G. ID 25-1309 Consider approval of a resolution of the City of Denton excusing the July 14, 2025, meeting absence of a Public Utilities Board Member; and providing an effective date.

Attachments: Exhibit 1 - Agenda Info Sheet
Exhibit 2 - Resolution

H. ID 25-1332 Consider approval of a resolution of the City of Denton excusing the July 14, 2025, meeting absence of a Board of Ethics Member; and providing an effective date.

Attachments: Exhibit 1 - Agenda Info Sheet
Exhibit 2 - Resolution

I. ID 25-1333 Consider approval of a resolution of the City of Denton excusing the July 14, 2025, meeting absence of a Board of Ethics Member; and providing an effective date.

Attachments: Exhibit 1 - Agenda Info Sheet
Exhibit 2 - Resolution

J. ID 25-1129 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a service agreement related to public, education, and government (PEG) grants with the University of North Texas for its NTTV PEG channel; authorizing the expenditure of funds thereof; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance & Agreement-.pdf

K. ID 25-1130 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a service agreement related to public, education, and government (PEG) grants with the University of North Texas for its DCTV PEG Channel; authorizing the expenditure of funds thereof; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet DCTV (es)
Exhibit 2 - Ordinance & Agreement.pdf

L. ID 25-1116 Consider approval of a resolution of the City Council of the City of Denton designating individual employees as authorized representatives of the City of

Denton as a participant in the Texas local government investment pool ("TexPool"); designating an authorized representative with primary responsibility for transactions and other duties under the agreement; authorizing the Mayor to execute a resolution amending the City of Denton authorized representatives; and providing an effective date.

Attachments: Exhibit 1. Agenda Information Sheet

Exhibit 2. Resolution

M. ID 25-824 Consider 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 Parkhill, Smith & Cooper, Inc., for the Supervisory Control and Data Acquisition System for the Solid Waste Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8525-003 - Professional Services Agreement for professional services awarded to Parkhill, Smith & Cooper, Inc., in the not-to-exceed amount of $98,300.00). The Public Utilities Board recommends approval (6 - 0).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance and Contract

N. ID 24-1863 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFQ 8551 for the Denton Renewable Resource Plan (DRRP) Whitepaper; and providing an effective date (RFQ 8551). The Public Utilities Board recommends approval (6 - 0).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance

O. ID 25-1223 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Schneider Electric Smart Grid Solutions, LLC, amending the contract approved by City Council on December 13, 2022, in the not-to-exceed amount of $683,277.00; said first amendment to provide for the configuration and implementation of ArcFM Designer XI (DXI) for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 7817 - providing for an additional first amendment expenditure amount not-to-exceed $129,124.00, with the total contract amount not-to-exceed $812,401.00). The Public Utilities Board recommends approval (6 - 0).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance, Contract, and Change Orders 1-3

Exhibit 3 - Ordinance and Amendment 1

P. ID 25-1224 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with CyberTech Systems and Software Inc., for a fully managed Amazon Web Services (AWS) cloud environment for the Denton Municipal Electric Technology Operations Department; providing for the expenditure of funds therefor; and

providing an effective date (RFP 8778 - awarded to CyberTech Systems and Software Inc., in the 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 $2,347,092.00). The Public Utilities Board recommends approval (6 - 0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Pricing Evaluation
Exhibit 3 - Ordinance and Contract

Q. ID 25-1240 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8758 Mental Health and Wellbeing Program for the Human Resources Department; and providing an effective date (RFP 8758).

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

R. ID 25-1256 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Ferguson Enterprises, LLC, as primary vendor for Sections A-P and R, Core & Main LP as the secondary vendor for Sections A-N and R, and Metron Farnier, LLC, as primary vendor for Section Q, for the purchase of water and wastewater inventory parts to be stocked in the City of Denton Warehouse; providing for the expenditure of funds therefor; and providing an effective date (RFP 8788 - awarded to Ferguson Enterprises, LLC, Core & Main LP, and Metron Farnier, 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 $12,000,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Pricing Evaluation
Exhibit 3 - Ordinance and Contracts

S. ID 25-1249 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute this Sixth Amendment to a Tower/Ground Lease Agreement with New Cingular Wireless PCS, LLC, successor in interest to AT&T Mobility Texas, LLC and to execute additional amendments as needed and within the limitations set out herein; providing for a severability clause; and providing for an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Location Map
Exhibit 3 - Ordinance
Exhibit 4 - "Exhibit A"-Amendment

T. ID 25-1266 Consider adoption of an ordinance of the City of Denton, Texas, authorizing the City Manager to execute an agreement by and between the City of Denton, Texas, and Hunter Ranch Improvement District No. 1 for installation and maintenance of enhanced street signs and poles within Hunter Ranch Improvement District No. 1; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Draft Ordinance and Agreement

U. ID 25-1255 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a settlement agreement with McCarthy Building Companies Inc. to resolve a dispute regarding Measured Mile Claim providing for final payment and closeout for construction phase services for Southeast Denton Package B (SED-B) Improvements for the Capital Projects Department.

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance and Settlement Agreement and Mutual Release

Exhibit 3 - Ordinance and Preconstruction Services Contract, Ordinance and Cc

V. ID 25-193 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to sign and submit to the Department of Housing and Urban Development a 2025 Action Plan for Housing and Community Development with appropriate certifications, as authorized and required by the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended; authorizing the Director of Community Services, or designee, to sign releases of liens and subordination agreements upon certain conditions; and providing for an effective date.

Attachments: Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Ordinance, 2025 Action Plan, Application and Certifications

W. ID 25-1355 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a third amendment to an engagement between the City of Denton and Lloyd Gosselink Rochelle & Townsend, P.C., amending the engagement approved by the City Attorney on March 28, 2024, in the not-to-exceed amount of $43,811.00; said third amendment to provide additional legal services for the City of Denton; providing for the expenditure of funds therefor; and providing an effective date (File 8554 - providing for an additional third amendment expenditure amount not-to-exceed $43,811.00, with the total contract amount not-to-exceed $243,811.00).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance

X. ID 25-1362 Consider approval of a resolution of the City of Denton suspending the July 31, 2025 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the Steering Committee

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Resolution
Exhibit 3 - Staff Report

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ID 25-1174 Consider approval of a resolution of the City Council of the City of Denton for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District for a two-year term beginning on October 1, 2025, and ending on September 30, 2027; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet - Denco Area 9-1-1 Board of Managers (2
Exhibit 2 - Denco Area 9-1-1 District Board of Managers Voting Packet (2025)
Exhibit 3 - Letter to Denco Municipalities (2025)
Exhibit 4 - Resolution - Denco Defining Procedure for Appointment (2025)
Exhibit 5 - Resolution - Denco Area 9-1-1 Board of Managers (2025)
Exhibit 6 - Presentation - Denco Area 9-1-1 Board of Managers (2025)

B. ID 25-1197 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Genuine Parts Company dba NAPA Integrated Business Solutions through the Sourcewell Cooperative Purchasing Network Contract No. 090624-GPC, for the purchase of products and services for the on-site parts facility for the Fleet Services Department; authorizing the expenditure of funds therefor; and providing an effective date (File 8806 - awarded to Genuine Parts Company dba NAPA Integrated Business Solutions, 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 $35,112,000.00).

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

C. ID 25-1257 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Construction Manager at Risk contract with Core Construction Services of Texas, Inc., for construction phase services for the Fire Stations 5 & 6 Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8559 - awarded to Core Construction Services of Texas, Inc., including the Guaranteed Maximum Price in the not-to-exceed amount of $23,730,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Pre-Construction Contract
Exhibit 3 - Presentation
Exhibit 4 - Ordinance and Construction Contract

6. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the City Council 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.

B. Possible Continuation of Closed Meeting topics, above posted.

C E R T I F I C A T E

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 July 18, 2025, in advance of the 72-hour posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

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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 48 HOURS 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.

File #: ID 25-467, **Version:** 1

AGENDA CAPTION

Meeting Questions, Responses & Handouts

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: July 22, 2025

SUBJECT

Meeting Questions, Responses & Handouts.

BACKGROUND

City Councilmembers direct questions related to items on the agenda to City staff. The questions are assigned to applicable departments and corresponding responses are compiled to a Question & Answer Report (Q&A) which is placed in a file directory for the applicable meeting. Selecting the link above will gain access to the final version of the Q&A for this meeting, which will be available prior to the start of the meeting.

Periodically during a meeting, handouts are distributed to members of the City Council. Any information distributed at this meeting will also be added to the directory by 12:00 p.m. on the business day following the meeting.

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Lauren Thoden
City Secretary

File #: ID 24-2617, **Version:** 1

AGENDA CAPTION

Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2025-26 preliminary Capital Improvement Program.

[Estimated Presentation/Discussion time: 60 minutes]

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **July 22, 2025**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2025-26 preliminary Capital Improvement Program.

BACKGROUND

The purpose of this work session is to provide an update on the preliminary capital improvement program. This work session will review the Preliminary Capital Improvement Budget for FY 2025-26, the highlights of the program in the major funds, an overview of the 2019 and 2023 Bond Programs and the preliminary property tax interest and sinking rate.

Total Program:

- Total program funding, including previously committed funds, totals $1.24 billion. Of this amount, previously committed funds total $693.3 million with fiscal year 2025-26 funds preliminarily estimated at $550.6 million. A summary of the program is provided below:

General Government:

- The preliminary requests for General Government funding total $127.03 million for fiscal year 2025-26. The General Government category includes all Governmental, Special Revenue, and Internal Service Funds. Departments accounted for in General Government include:
  - Fleet & Facilities
  - Technology Services
  - Public Works
  - Parks
- Funding sources for General Government include:
  - General Obligation Bonds (2023 Bond Program)
  - Certificates of Obligation
  - Impact Fees
  - TRiP Funding
  - Revenue Funding

Electric Fund:

The preliminary requests for Electric Fund funding total $63.95M. Staff is projecting a CO debt issuance of $58.43M and a transfer of $1.47M from operating, and $4.05M in development contributions.

- Highlights in the Electric Fund include:
  - New Residential and Commercial: $8.32M
    - Hunter/Cole Ranch

    - New Business Development
- Distribution Transformers & Substations: $18.2M
- Transmission Lines & Substations: $12.2M
- Feeder Extensions and Improvements: $11.1M
- Meter Improvements: $1.82M
- Street Lighting & Power Factor Improvements: $0.9M
- Technology & Electric Relocations: $9.9M
- Revenue Funded Vehicles: $1.47M

Water Fund:
The preliminary requests for Water Fund funding total $94.92M. Staff is projecting a debt issuance of $55.65M, which includes revenue bonds through the Texas Water Development Board program, WIFIA funding of $37.9M and a transfer of $1.33M from operating.

- Highlights in the Water Fund include:
    - Plant Improvements: $34.90M
        - Ray Roberts Water Treatment Plant
    - Replacement Lines: $10.2M
        - Lead and Copper Rule Compliance
        - Supplement to 2019 Bond Election Projects
    - Taps, Fire Hydrants & Meters: $11.28M
        - AMI Meter Program

Wastewater Fund:
The preliminary requests for Wastewater Fund funding total $242.99M. Staff is projecting a debt issuance of $141.8M, which includes CO issuance, WIFIA funding of $98.2M and a transfer of $2.83M from operating.

- Highlights in the Wastewater Fund include:
    - Lift station Improvements: $27.24M
        - Milam Creek Basin Wastewater Line and Lift Station
        - Cooper Creek Lift Station Improvement Project
        - Granada Lift Station Replacement
    - Plant Improvements: $114.75M
        - Pecan Creek Water Reclamation Plant Expansion

Solid Waste Fund:
The preliminary requests for Solid Waste Fund funding total $21.712M. Staff is projecting a CO debt issuance of $18.249M and a transfer of $3.463M from operating.

- Highlights in the Solid Waste Fund include:
    - Organics Program Infrastructure: $14.00M
    - Vehicles: $7.712M
        - Vehicles – New Additions
        - Vehicles – Replacements

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Presentation

Respectfully submitted:
Jessica Williams
940-349-7899
Chief Financial Officer



Capital Improvement Program Update FY 2025-26

Jessica Williams, MPA, CPFO
Chief Financial Officer

July 22, 2025

Agenda

- 2025-26 Preliminary 5-Year CIP & Capital Budgets
  - Utility Funds
    - Solid Waste
    - Electric
    - Water
    - Wastewater
    - Drainage
  - General Government Funds
    - Bond Program Update
    - Facilities, Technology Services, Fleet, Streets, Traffic, Parks & Recreation

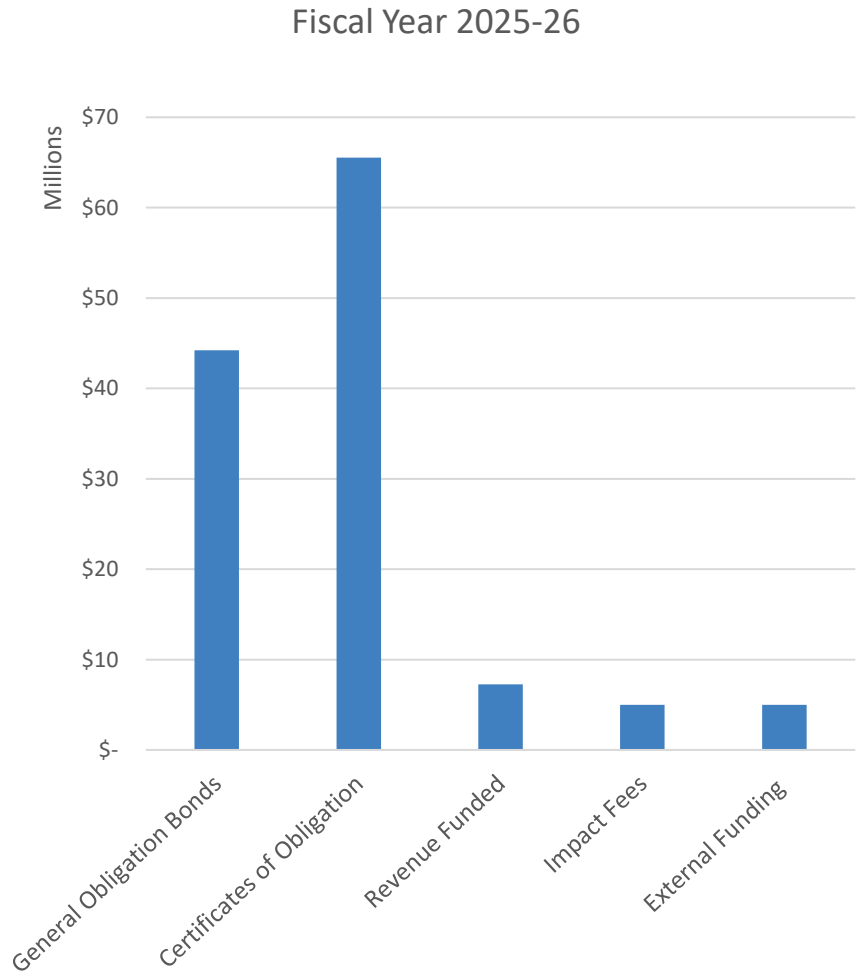
- Preliminary Debt Rates

- Next Steps

FY 2025-26 General Government Highlights

Major Projects:

- **2023 Bond Election** - Planned issuance $44.2M in FY 2026
  - $18.1M – Ruddell / Mingo & Quiet Zones
  - $25.6M – Oakland Drainage & Pecan Creek Phases 3 & 4
  - $0.5M – Public Art
- **Street Improvements:** $22.875M (CO & Revenue Funding)
  - $19.3M – Neighborhood Street Program
  - $7.8M – Ryan Rd, Elm/Locust, Westgate Phase 2, Bonnie Brae Phase 3.
- **Traffic Improvements:** $11.458M (CO, TRIP, & Revenue Funding)
  - Signal Cabinets/Rebuilds, Road Safety Improvements
  - $5M – DCTA TRIP Program Funding
  - $200k – Revenue Funded Bike lanes



FY 2025-26 General Government Highlights

Major Projects (cont.):

- **General Government Projects:** $37.2M (CO & Revenue Funding)
  - $1.5M – Fire Station 5 & 6 Improvements
  - $4.5M – Linda McNatt Animal Shelter Improvements
  - $12.1M – Facility Improvements
    - $4M - Deferred Maintenance (Facility Condition Assessment Report)
    - $4M - HVAC, Roof Replacements
    - $1.9M - ADA Improvements
    - $1.825M - Parking Lot Replacements
    - $0.375M - Security Improvements & Generators
  - $2.42M – Park Improvements
    - $1.37M – Briercliff Park
    - $1.05M – Parks, Rec Centers, and Aquatic Improvements
  - $6.06M – Fleet Vehicles & Fleet Equipment
  - $6.2M – Technology Improvements (Infrastructure, Fiber Replacement, Radios, Modems)
  - $4.41M – Drainage Improvements
    - Bonnie Brae Ph. 6, Elm/Locust, Westgate Drive, Downstream of Nottingham Drive, Channel Repair

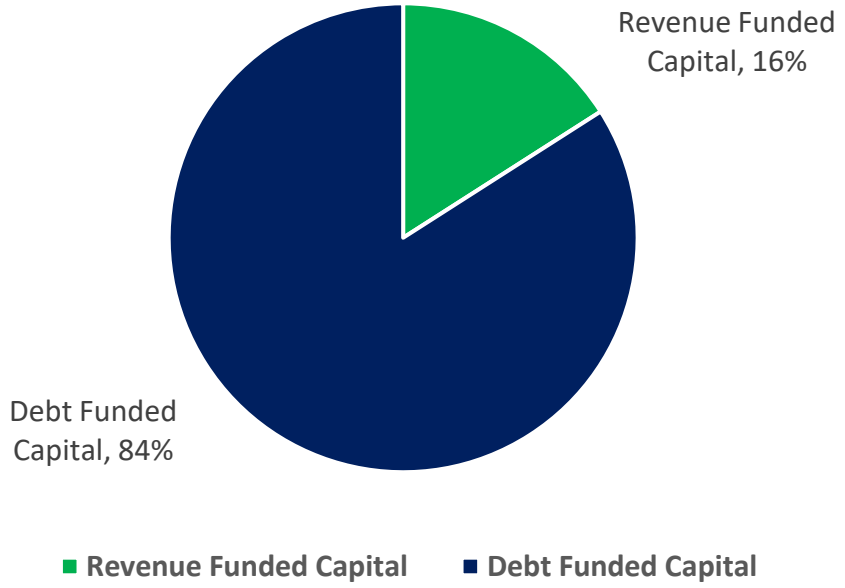
FY 2025-26 Solid Waste Highlights

- FY 2025-26 new capital appropriations total $21.712M. Staff is projecting a CO debt issuance of $18.249M and a transfer of $3.463M from operating.

- Organics Program Infrastructure: $14.0M

- Vehicles: $7.712M
  - Vehicles – New Additions ($0.448M)
  - Vehicles – Replacements ($7.264M)

- Total previously appropriated: $20.2M



Solid Waste and Recycling - 5 YR Capital Plan

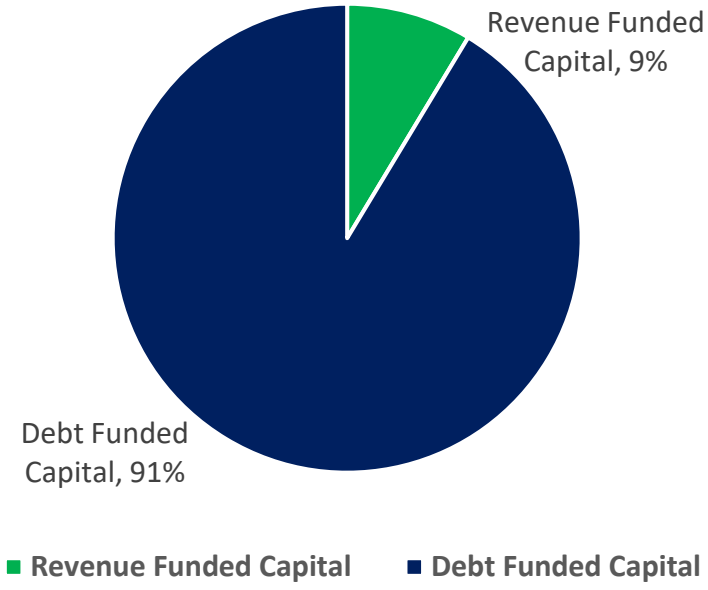
Project	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Organics Program Infrastructure	$14,000,000	$ -	$ -	$ -	$ -	$14,000,000
Vehicle Replacement	7,264,000	5,095,000	5,220,850	5,400,000	-	22,979,850
Vehicle Additions	448,000	900,000	650,000	-	3,481,000	5,479,000
Concrete Replacement	-	-	350,000	-	-	350,000
Transfer Station Construction	-	-	-	5,000,000	-	5,000,000
Wastewater Infrastructure	-	-	-	-	500,000	500,000
Total	**$21,712,000**	**$5,995,000**	**$6,220,850**	**$10,400,000**	**$3,981,000**	**$48,308,850**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding	$18,249,000	$ -	$350,000	$5,000,000	$500,000	$24,099,000
Revenue Funding	3,463,000	5,995,000	5,870,850	5,400,000	3,481,000	24,209,850
Total	**$21,712,000**	**$5,995,000**	**$6,220,850**	**$10,400,000**	**$3,981,000**	**$48,308,850**

FY 2025-26 Electric Highlights

- FY 2025-26 new capital appropriations total $63.95M. Staff is projecting a CO debt issuance of $58.43M and a transfer of $1.47M from operating, and $4.05M in development contributions.

- New Residential and Commercial: $8.32M
  - Hunter/Cole Ranch
  - New Business Development
- Distribution Transformers & Substations: $18.2M
- Transmission Lines & Substations: $12.2M
- Feeder Extensions and Improvements: $11.1M
- Meter Improvements: $1.82M
- Street Lighting & Power Factor Improvements: $0.9M
- Technology & Electric Relocations: $9.9M
- Revenue Funding Vehicles: $1.47M



- Transmission Overload Projects – Pending ERCOT approval, but would require an amendment to the CIP and operating budget for debt service and offsetting revenue.

- Total previously appropriated: $97.9M

Electric – 5 YR Capital Plan

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Automated Meter Reading	$ 1,805,000	$ 1,940,2000	$ 761,127	$ 853,392	$832,539	$ 6,192,258
Distribution Substations	8,210,000	6,220,000	3,850,000	5,200,000	4,600,000	28,080,000
Distribution Transformers	10,000,000	11,000,000	12,000,000	13,000,000	14,000,000	60,000,000
Feeder Extensions & Improvements	11,075,338	12,389,159	9,603,808	6,519,336	9,785,797	49,323,437
New Residential & Commercial	8,315,250	8,431,013	8,552,563	8,670,255	9,788,912	43,757,993
Power Factor Improvement	300,000	150,000	100,000	100,000	100,000	750,000
Street Lighting	650,000	650,000	250,000	250,000	250,000	2,050,000
Plant Production	-	-	6,000,000	11,000,000	-	17,000,000
Technology – Software & Hardware	4,409,000	2,909,000	2,009,000	24,250,000	24,850,000	58,427,000
Transmission Lines	5,770,000	16,950,000	10,100,000	14,200,000	8,740,000	55,760,000
Transmission Substations	6,450,000	9,540,000	7,050,000	8,860,000	3,610,000	35,510,000
Electric Relocation	5,500,000	5,500,000	5,500,000	1,500,000	1,500,000	19,500,000
Vehicle Replacement	1,475,000	3,060,000	3,060,000	3,060,000	3,060,000	13,715,000
Total	**$ 63,959,588**	**$ 78,739,372**	**$ 68,836,498**	**$ 97,462,983**	**$ 81,117,247**	**$ 390,115,688**

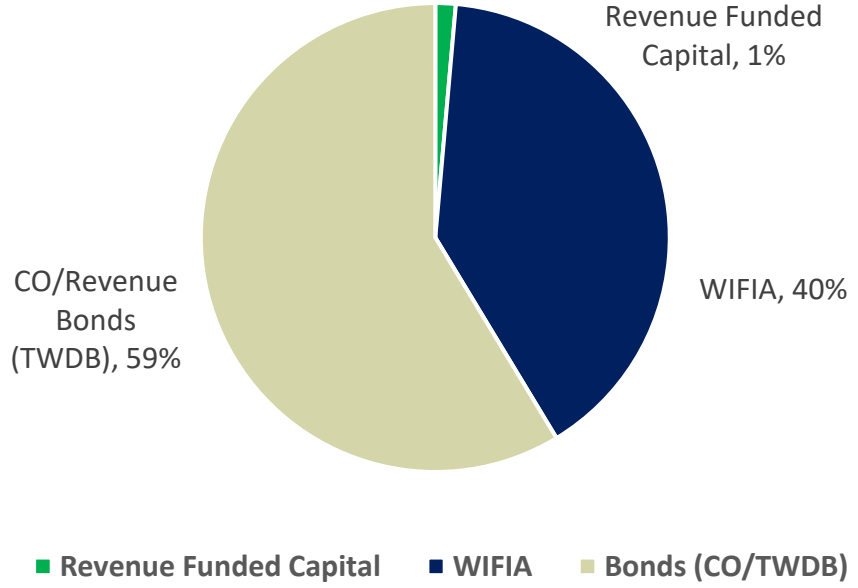
Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding	$ 58,434,588	$ 58,079,372	$ 51,476,498	$ 88,002,983	$ 77,657,247	$ 333,650,688
Revenue Funding	1,475,000	3,060,000	3,060,000	3,060,000	3,060,000	13,715,000
Cost Participation	4,050,000	17,600,000	14,300,000	6,400,000	400,000	42,750,000
Total	**$ 63,959,588**	**$ 78,739,372**	**$ 68,836,498**	**$ 97,462,983**	**$ 81,117,247**	**$ 390,115,688**

FY 2025-26 Water Highlights

- FY 2025-26 new capital appropriations total $94.92M. Staff is projecting a debt issuance of $55.65M, which includes revenue bonds through the Texas Water Development Board program, WIFIA funding of $37.9M and a transfer of $1.33M from operating.

- Plant Improvements: $34.90M
  - Ray Roberts Water Treatment Plant
- Replacement Lines: $10.2M
  - Lead and Copper Rule Compliance
  - Supplement to 2019 Bond Election Projects
- Taps, Fire Hydrants & Meters: $11.28M
  - AMI Meter Program
- Impact Fees anticipated to offset $2.9M in debt service

- Total previously appropriated: $90.8M



Water – 5 YR Capital Plan

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Booster Stations	$ 1,200,000	-	-	-	-	$ 1,200,000
Field Service Replacement	1,103,000	1,158,000	1,216,000	1,269,000	1,269,000	6,015,000
Facility Improvements	2,000,000	-	6,000,000	-	-	8,000,000
Oversize Lines	5,075,000	1,250,000	10,720,000	5,700,000	-	22,745,000
Replace Lines	10,200,000	4,000,000	4,000,000	4,000,000	4,000,000	26,200,000
Taps, Fire Hydrants, & Meters	11,280,000	10,392,000	412,000	430,000	446,000	22,960,000
Transmission Lines	27,828,000	34,200,000	3,200,000	2,200,000	2,200,000	69,628,000
Plant Improvements	34,905,000	74,300,000	113,900,000	60,000,000	2,750,000	285,855,000
Vehicle Replacement	1,082,500	524,000	475,000	475,000	475,000	3,031,500
Water/Wastewater Modeling	250,000	-	-	-	-	250,000
Total	**$ 94,923,500**	**$ 125,824,000**	**$ 139,923,000**	**$ 74,074,000**	**$ 11,140,000**	**$ 445,884,500**

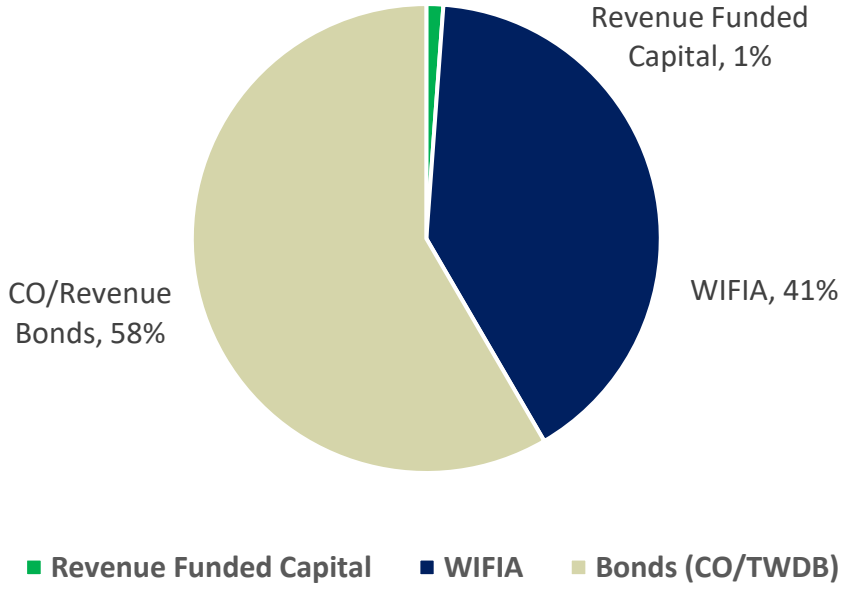
Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding (includes TWDB)	$ 55,651,541	$ 88,701,855	$ 112,975,809	$ 58,837,881	$ 5,719,445	$ 321,886,530
WIFIA Funding	37,939,459	36,598,145	26,472,191	14,761,119	4,945,555	120,716,470
Revenue Funding	1,332,500	524,000	475,000	475,000	475,000	3,281,500
Total	**$ 94,923,500**	**$ 125,824,000**	**$ 139,923,000**	**$ 74,074,000**	**$ 11,140,000**	**$ 445,884,500**

FY 2025-26 Wastewater Highlights

- FY 2025-26 new capital appropriations total $242.99M. Staff is projecting a debt issuance of $141.8M, which includes CO issuance, WIFIA funding of $98.2M and a transfer of $2.83M from operating.

- Lift station Improvements: $28.35M
  - Milam Creek Basin Wastewater Line and Lift Station
  - Cooper Creek Lift Station Improvement Project
  - Granada Lift Station Replacement
- Plant Improvements: $114.75M
  - Pecan Creek Water Reclamation Plant Expansion
  - Impact fees anticipated to offset $9.3M in debt service
  - WIFIA funding anticipated to fund $98.2M

- Total previously appropriated: $112.2M



Wastewater – 5 YR Capital Plan

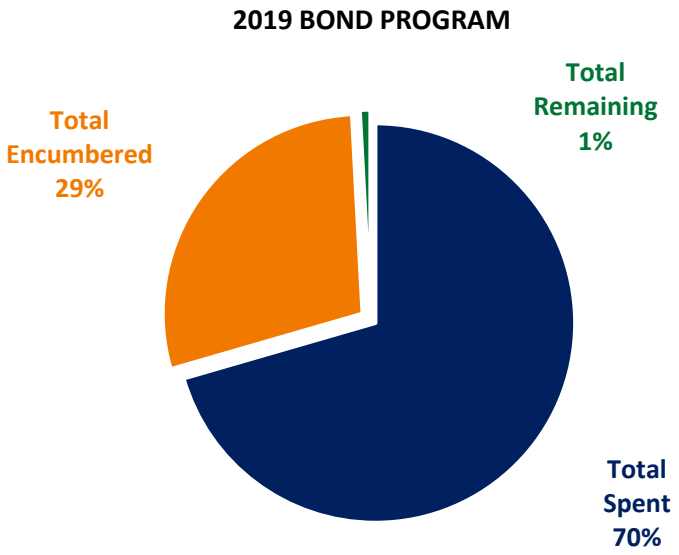
Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Lift Station Improvements	$ 28,350,000	$ 19,700,000	$ 8,450,000	$ 450,000	$ 500,000	$ 57,450,000
Replace Lines	74,858,000	58,593,000	25,686,000	10,479,000	3,050,000	172,666,000
Collection System Upgrade	10,413,000	9,230,000	6,667,000	2,500,000	-	28,810,000
Facility Improvements	3,025,000	25,000	25,000	25,000	25,000	3,125,000
Oversize Lines	8,520,000	2,840,000	1,690,000	30,000	-	13,080,000
Taps, Fire Hydrants, & Meters	251,000	255,000	260,000	265,000	270,000	1,301,000
Plant Improvements	114,750,000	229,000,000	202,200,000	118,500,000	70,000,000	734,450,000
Vehicle Replacements	$2,830,000	$2,830,000	$2,830,000	$2,830,000	$2,830,000	$14,150,000
Total	**$ 242,997,000**	**$ 322,473,000**	**$ 247,808,000**	**$ 135,079,000**	**$ 76,675,000**	**$ 1,025,032,000**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding (includes TWDB)	$ 141,892,454	$ 182,425,214	$ 129,790,601	$ 67,446,990	$ 37,660,950	$ 559,216,210
WIFIA Funding	98,274,546	137,217,786	115,187,399	64,802,010	36,184,050	451,665,790
Revenue Funding	2,830,000	2,830,000	2,830,000	2,830,000	2,830,000	14,150,000
Total	**$ 242,997,000**	**$ 322,473,000**	**$ 247,808,000**	**$ 135,079,000**	**$ 76,675,000**	**$ 1,025,032,000**

2019 Bond Program Update

Proposition	Proposition Amount	Total Spent	Total Encumbered	Total Remaining
Proposition A: Street Improvements	$ 154,000,000	$ 90,729,820	$ 63,270,180	$ -
Proposition B: Public Safety Facilities	61,900,000	61,900,000	-	-
Proposition C: Park Land Acquisition	5,000,000	3,138,043	-	1,861,957
Total	**$ 220,900,000**	**$ 155,767,863**	**$ 63,270,180**	**$ 1,861,957**

Program Spend Summary



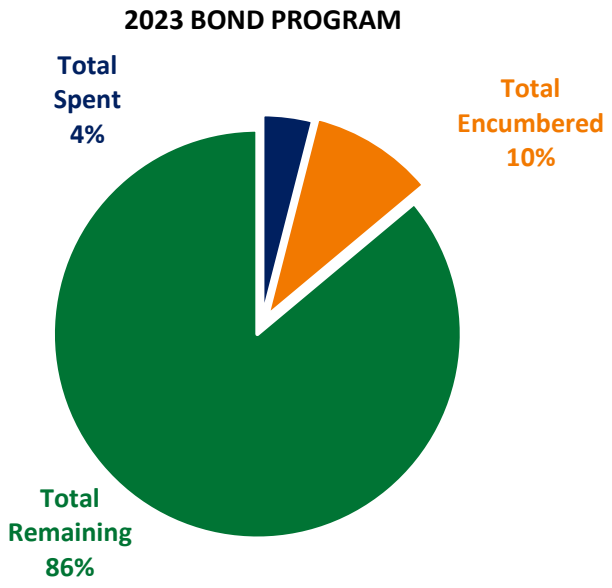
2019 Bond Program – Issuance Schedule

PROGRAM DESCRIPTION	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Street Reconstruction	$ 1,200,000	$ 7,410,000	$ 9,990,000	$ 20,000,000	$ 18,000,000	$ 13,400,000	$ -	**$ 70,000,000**
Bonnie Brae (V,VI,VII)	4,000,000	8,000,000	7,500,000	7,500,000	-	-	-	**27,000,000**
Hickory Creek	1,900,000	2,000,000	17,145,000	4,855,000	8,100,000	-	-	**34,000,000**
Sidewalks	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	-	**12,000,000**
Street Lighting	-	-	-	-	3,500,000	3,500,000	-	**7,000,000**
Ryan Road	-	-	-	-	4,000,000	-	-	**4,000,000**
PROPOSITION A - STREET IMPROVEMENTS	**$ 9,100,000**	**$ 19,410,000**	**$ 36,635,000**	**$ 34,355,000**	**$ 35,600,000**	**$ 18,900,000**	**$ -**	**$ 154,000,000**
PROPOSITION B - PUBLIC SAFETY FACILITIES	**$ 4,000,000**	**$ 40,000,000**	**$ 17,900,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 61,900,000**
PROPOSITION C - PARKS	**$ -**	**$ -**	**$ 5,000,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 5,000,000**
2019 BOND ELECTION	**$ 13,100,000**	**$ 59,410,000**	**$ 59,535,000**	**$ 34,355,000**	**$ 35,600,000**	**$ 18,900,000**	**$ -**	**$ 220,900,000**

2023 Bond Program Update

Proposition	Proposition Amount	Total Spent	Total Encumbered	Total Remaining
Proposition A: Street Improvements	$ 45,125,000	$ 1,032,372	$ 3,850,750	$ 40,241,878
Proposition B: Drainage & Flood Control	58,860,000	2,436,694	3,626,980	52,796,326
Proposition C: Park System Improvements	33,450,000	1,690,009	874,221	30,885,770
Proposition D: Public Safety	42,015,000	3,955,433	20,600,578	17,458,989
Proposition E: Affordable Housing	15,000,000	-	-	15,000,000
Proposition F: Active Adult Center	47,360,000	-	-	47,360,000
Proposition F: South Branch Library	49,545,000	2,500,000	-	47,045,000
Total	**$ 291,355,000**	**$ 11,614,508**	**$ 28,952,529**	**$ 250,787,963**

Program Spend Summary



2023 Bond Program – Issuance Schedule

PROGRAM DESCRIPTION	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total
Proposition A - Street Improvements	$ 5,000,000	$ 2,000,000	$ 18,125,000	$ 20,000,000	$ -	$ -	$ 45,125,000
Proposition B - Drainage & Flood Control	10,000,000	6,268,000	25,595,000	16,997,000	-	-	58,860,000
Proposition C - Park System Improvements	9,450,000	1,000,000	-	12,000,000	8,000,000	3,000,000	33,450,000
Proposition D - Public Safety Facilities	26,170,000	15,342,000	503,000	-	-	-	42,015,000
Proposition E - Affordable Housing	-	-	-	5,000,000	5,000,000	5,000,000	15,000,000
Proposition F - Active Adult Center	-	-	-	5,000,000	25,930,000	16,430,000	47,360,000
Proposition G - South Branch Library	-	2,500,000	-	5,000,000	18,000,000	24,045,000	49,545,000
2019 BOND ELECTION	**$ 50,620,000**	**$ 27,110,000**	**$ 44,223,000**	**$ 63,997,000**	**$ 56,930,000**	**$ 48,475,000**	**$ 291,355,000**

2026 Preliminary Debt Rate

Every debt issuance (GO/CO) may impact the I&S portion of the tax rate.

- Anticipated total increase due to 2023 bond program - as shared prior to vote, ~$0.0526/$100 AV

Interest and Sinking Fund Rate (Debt Rate) + Maintenance and Operations Rate = City's Property Tax Rate

Estimated Property Tax Bill	FY 2025	FY 2026
Avg. Value	$ 378,849	$ 386,139
Rate	0.250640	0.265640
I&S Tax Bill	$949.55	$ 1,025.74
Change ($)		$ 76.19

Current I&S Rate = $0.25064

Estimated I&S Increase : $0.015/$100 AV

Preliminary FY 2026 I&S Rate = $0.26564

Rate is preliminary, will be determined by final AV values.

Each "cent" ($0.01) on the tax rate is equal to approximately $1,800,000 in revenue.

Recommendations/Next Steps

Feedback and Direction on the Preliminary Capital Improvement Program:

- Preliminary projects for the utility system and general government

Next Steps:

- August 9, 2025: Budget Workshop
- August 19, 2025: Budget Workshop Follow-Up
- September 16, 2025: Budget & Tax Rate Hearing & Adoption

Questions?

File #: ID 25-1272, **Version:** 1

AGENDA CAPTION

Receive a report, hold a discussion, and give staff direction on the adoption of the 2024 International Energy Conservation Code appendices for EV Ready and Solar Ready for all new construction.

[Estimated Presentation/Discussion Time: 30 minutes]

AGENDA INFORMATION SHEET

DEPARTMENT Development Services

DCM: Cassey Ogden

DATE: July 22, 2025

SUBJECT

Receive a report, hold a discussion, and give staff direction on the adoption of a code update for EV Ready and Solar Ready for all new construction.

BACKGROUND

This presentation is in response to Council Member McGee's two-minute pitch on November 19, 2024, to update building codes for new-single family homes to be built electric vehicle (EV) and solar ready.

The presentation addresses current code provisions and how homes being built under the current code already offer for EV charging and require minimal updates for solar installations. Furthermore, the current code provisions align with the City's Climate Action Pan.

Health and Building Standards Commission (HABSCO) did not support imposing mandates for solar ready in new home construction. The board requests consideration to incentivize installations rather than adopt a code amendment to mandate the requirement.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation

Respectfully submitted:
Amber Rodgers
Assistant Building Official



File ID: 25-1272 Electric Vehicle (EV) charging and Solar-Ready Building Code

Amber Rodgers
Assistant Building Official
July 22, 2025

Background

- On November 19, 2024, Council Member McGee requested a two-minute pitch to update the building codes for new single-family homes to be built EV-ready and Solar-ready.

- The ISR was published in the Friday Report on February 7, 2025.

- HABSCO was given a presentation on June 12, 2025.

Electric Vehicle (EV) Current Condition

- All new residential construction in the City is currently Type 1 *EV ready,* as the building codes require a 120v receptacle at each vehicle bay of attached and detached garages.

What are the different EV Charging Rates



Level/Type 3 = Fast Charging/Retail Level/Type 2= Workplace Level/Type 1= In home

EV Summary

- To construct a home as Type 2 EV ready there would be an approximate cost impact of about $800-1500, initially paid for by the builder and passed along to the homeowner in the cost of the home.
  - If adopted, the *EV-Ready* homes would be required to be fitted with enough space in the electric panel to accommodate the 40-amp breaker needed for Type 2 EV charger (240v).
- The average cost for an installed Type 2 EV charger is $800-$2,500 based on the equipment.
  - In the last 6 years, the city has issued 58 residential EV charger permits for Type 2 chargers. There are over 65,000 homes in the city which indicates less than .09% of homes currently have a Type 2 charger.
  - As of June 10, 2025, the North Central Texas Council of Governments reported 1,394 registered EV vehicles in the City of Denton out of 108,703 total registered vehicles (1.28% EV adoption rate). This also indicates that approximately 4% of electric vehicle owners have Type 2 chargers installed at their home.

EV Considerations

- Minimize impacts to housing affordability, avoid new mandates for Type 2 EV charging.
  - The City of Denton does not have an active incentive program for EV charging but does offer an incentive for the purchase or lease of an electric vehicle.

    There are IRS tax credits, and State level incentives. (energy.gov; comptroller.texas.gov/programs/seco/funding/)

- Staff time and costs to develop and implement additional reviews and inspections during the construction of each home.
  - Increase by one hour of additional plan review and inspections to each home at 30 minutes each, estimated at 75 new permits per month, staff time estimated cost at $100/hour. Approximate cost to city would be about $7,500/month, which would not including training, SOP updates, or software updates.

- Currently aligned with Climate Action Plan.

EV Conclusion

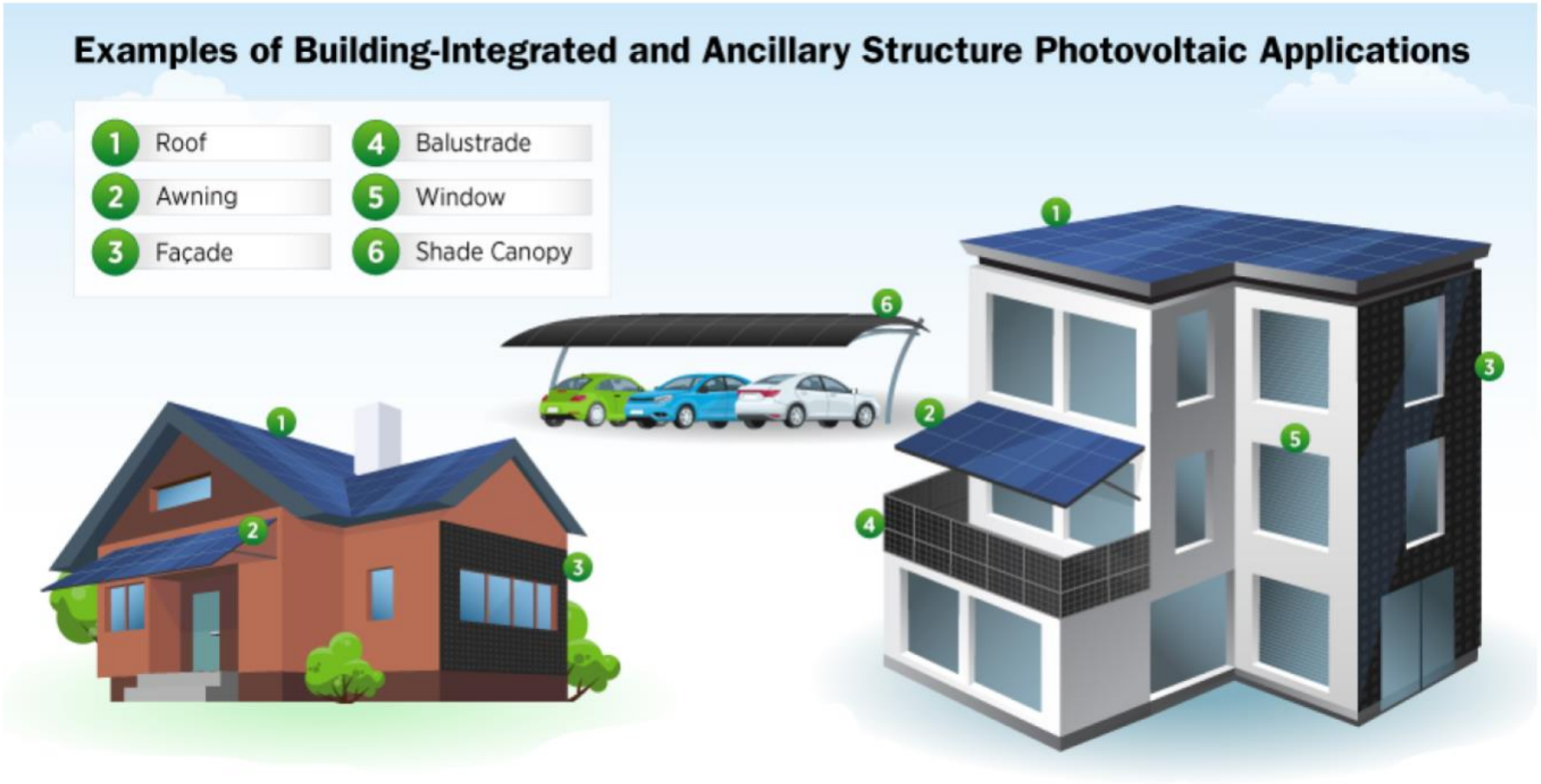
- The building code currently mandates receptacles in each vehicle bay which accommodate Type 1 EV chargers.

- Health and Building Standards Commission (HABSCO) was not in support of the mandate for EV capable (or Type 2) in new residential construction. The board requests consideration to incentivize installations rather than adopt a code amendment to mandate the requirement.

Solar Current Condition

- Current building codes do not require modifications or accommodations for future solar installs. For new solar installs, there are few alterations, typically only involving upgrades to the existing electrical system. None of the systems installed to date have required structural changes to the building.

Different Solar PV Applications



Solar Summary

- To construct a home as solar-ready there would be an approximate cost impact of about $3,000, initially paid for by the builder and passed along to the homeowner in the cost of the home.
  - If adopted the plans submitted for permit must show the solar-ready zone, indicate the roof loads and calculations, the roof shall be oriented between 110 degrees and 270 degrees of true north OR have low sloped roofs (pitch of less then 2:12), shall reserve space in the electrical panel, and provide a permanent certificate indicating the solar-ready zone.
- The average cost for an installed solar system is around $18,000 according to the National Renewable Energy Laboratory (NREL).
  - In 2024 the city issued 93 permits for residential solar panels, to date the city has issued 31 residential solar permits.
  - Solar panel installations currently account for less than 1% of the number of existing homes per year.

Solar Considerations

- To minimize impacts to housing affordability, avoid new mandates for solar readiness as current construction standards already support these installations and require only minor electrical updates for solar installations.
  - The City of Denton does not have an active incentive program for Solar installation currently. There are IRS tax credits, and State level incentives for both. (energy.gov; comptroller.texas.gov/programs/seco/funding/)
- Staff time and costs to develop and implement additional reviews and inspections during the construction of each home.
  - Increase by one hour of additional plan review and inspections to each home at 30 minutes each, estimated at 75 new permits per month, staff time estimated cost at $100/hour. Approximate cost to city would be about $7,500/month, which would not including training, SOP updates, or software updates.
- Currently aligned with Climate Action Plan.

Solar Conclusion

- Based on the City's current data and no permit requests for solar systems installed at the time of new construction, it appears that the need for solar-ready for every new home is not substantiated at this time.
  - Not all homes are ideally oriented or designed to install solar. Many lots will not accommodate the requirements, including trees and other appurtenances.
  - Additionally, there may be unknown costs such as replatting, required increase in lot size, and more if mandated.
- Health and Building Standards Commission (HABSCO) did not support imposing mandates for solar ready in new home construction. The board requests consideration to incentivize installations rather than adopt a code amendment to mandate the requirement.

Next Steps

- Continue with currently adopted 2021 codes which already provide conditions for Type 1 EV-ready charging and minimal updates for solar installation; OR

- Amend or update the adopted codes.
  - Timeline to implement?
  - Amendment or updates to the code will come back to Council for approval.
  - Reconsider after higher rate of EV vehicle registration/solar installation requests.

File #: ID 25-1163, **Version:** 1

AGENDA CAPTION

Deliberations regarding Personnel Matters - Under Texas Government Code Section 551.074.

Deliberate and discuss the evaluation, duties, discipline, dismissal, compensation, and/or contract of the City Manager.

File #: ID 25-1166, **Version:** 1

AGENDA CAPTION

Deliberations regarding Personnel Matters - Under Texas Government Code Section 551.074.

Deliberate and discuss the evaluation, duties, discipline, dismissal, compensation, and/or contract of the City Attorney.

File #: ID 25-1264, **Version:** 1

AGENDA CAPTION

Consultation with Attorneys - Under Texas Government Code Section 551.071.

Consult with the City's attorneys regarding potential resolution to a Measured Mile claim with McCarthy Building Companies Inc. for construction phase services for Southeast Denton Package B (SED-B) Improvements for the Capital Projects Department; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position. This agenda item is related to Consent Agenda item ID 25-1255 and will be a placeholder if Council members have questions requiring confidential discussion as allowed by law.

File #: ID 25-1300, **Version:** 1

AGENDA CAPTION

Consider a nomination/appointment to the City of Denton Mobility Committee.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: July 22, 2025

SUBJECT

Consider a nomination/appointment to the City of Denton Mobility Committee.

BACKGROUND

This item provides for the appointment or reappointment of a member to a City of Denton board/ commission/committee whose term ended resulting in the existing member holding over from a previous term, or for appointment to an existing vacancy on the board resulting from a resignation.

Only nominees who have been fully vetted and qualified are presented for appointment.

The nomination of Jane Zygiel was received from Council Member Byrd (District 1) for a vacancy on the Mobility Committee that arose after the resignation of a citizen member. The nomination is for an unexpired term commencing September 1, 2024 and ending August 31, 2026.

EXHIBIT

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Lauren Thoden
City Secretary

File #: ID 25-1298, **Version:** 1

AGENDA CAPTION

Consider a nomination/reappointment to the City of Denton Library Board.

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: July 22, 2025

SUBJECT

Consider a nomination for a reappointment to the City of Denton Library Board.

BACKGROUND

This item provides for the appointment or reappointment of a member to a City of Denton board/ commission/committee whose term ended resulting in the existing member holding over from a previous term, or for appointment to an existing vacancy on the board resulting from a resignation.

Only nominees who have been fully vetted and qualified are presented for appointment.

The nomination of Kerol Harrod was received from Council Member Beck (District 2) for a reappointment to serve a second term on the Library Board commencing September 1, 2025 and ending August 31, 2027.

EXHIBIT

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Lauren Thoden
City Secretary

File #: ID 25-1301, **Version:** 1

AGENDA CAPTION

Consider a nomination/reappointment to the City of Denton Library Board.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: July 22, 2025

SUBJECT

Consider a nomination for a reappointment to the City of Denton Library Board.

BACKGROUND

This item provides for the appointment or reappointment of a member to a City of Denton board/ commission/committee whose term ended resulting in the existing member holding over from a previous term, or for appointment to an existing vacancy on the board resulting from a resignation.

Only nominees who have been fully vetted and qualified are presented for appointment.

The nomination of Patricia Peters was received from Council Member McGee (At Large, Place 5) for reappointment to serve a second term on the Library Board commencing September 1, 2025 and ending August 31, 2027.

EXHIBIT

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Lauren Thoden
City Secretary

File #: ID 25-1329, **Version:** 1

AGENDA CAPTION

Consider a nomination/reappointment to the City of Denton Health and Building Standards Commission.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: July 22, 2025

SUBJECT

Consider a nomination for a reappointment to the City of Denton Health & Building Standards Commission.

BACKGROUND

This item provides for the appointment or reappointment of a member to a City of Denton board/ commission/committee whose term ended resulting in the existing member holding over from a previous term, or for appointment to an existing vacancy on the board resulting from a resignation.

Only nominees who have been fully vetted and qualified are presented for appointment.

The nomination of Eric Dafoe was received from Council Member Byrd (District 1) for a reappointment to serve a second term on the Health & Building Standards Commission commencing July 1, 2025 and ending June 30, 2027.

EXHIBIT

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Lauren Thoden
City Secretary

File #: ID 25-1307, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City of Denton excusing the July 7, 2025, meeting absence of a Parks, Recreation and Beautification Board Member; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: July 22, 2025

SUBJECT

Consider approval of a resolution of the City of Denton excusing the July 7, 2025 meeting absence of a Parks, Recreation & Beautification Board Board Member; and providing an effective date.

BACKGROUND

Section 2-83(c) of the Denton City Code mandates board, commission, or committee members who cannot attend a meeting must contact the chairperson or an appropriate staff liaison to report the absence before the start of the meeting and provide the reason. Absences can be excused by the City Secretary if the notification is received in advance of the meeting and if the absence is for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment. All board, commission, and committee members are provided information on the attendance requirements.

Parks, Recreation & Beautification Board Board Member Robert Tickner reported the absence on July 7, 2025 was due to pre-planned travel. Denton City Code Section 2-83(c)(1)(b) provides that in the event an absence does not meet any of the above excused absence criteria, a member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will place an item on the next available City Council agenda for consideration, in accordance with the Texas Open Meetings Act. Member Robert Tickner filed the request within the timeline required. The request is being formally presented to City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Lauren Thoden
City Secretary

RESOLUTION NO. 25-1307

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE JULY 7, 2025, MEETING ABSENCE OF A PARKS, RECREATION AND BEAUTIFICATION BOARD MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 19-2866, adopted January 28, 2020, outlines the attendance policy/requirements for members of certain board, commission, and committees; and

WHEREAS, at adoption, Ordinance No. 19-2866 amended Section 2-83(c)(1)(a) to provide that an absence shall be considered excused for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment; and

WHEREAS, Section 2-83(c)(1)(b), provides "in the event an absence does not meet any of the above noted criteria for an excused absence, the member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will then place an item on the next available city council agenda for their consideration, in accordance with the Texas Open Meetings Act."; and

WHEREAS, Parks, Recreation and Beautification Board Member Robert Tickner (Member) was absent from the July 7, 2025, meeting with the purpose of the absence not meeting the criteria for excused absences; and

WHEREAS, the Member has requested City Council excuse the absence from the July 7, 2025, meeting for the purpose as stated in Exhibit A; and,

WHEREAS, the City Secretary formally presents the Member's request for the excused absence to the City Council; NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The reason for Member Robert Tickner's absence from the July 7, 2025, Parks, Recreation and Beautification Board meeting is sufficient to provide the absence be excused.

SECTION 2. The attendance record should reflect such absence as excused.

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this Resolution was made by _____ and seconded by _____, the Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

City of Denton

Board and Commission Notification of Absence Request

Parks, Recreation and Beautification Board

Absence Date: 07/07/25 **Submitted On**: 06/16/25 10:28 PM

Name:

Robert K Tickner

Phone:

[redacted]

Email:

[redacted]

Reason for Absence:

Pre-planned travel outside of the country on vacation

File #: ID 25-1308, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City of Denton excusing the July 11, 2025, meeting absence of a Community Services Advisory Committee Member; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: July 22, 2025

SUBJECT

Consider approval of a resolution of the City of Denton excusing the July 11, 2025 meeting absence of a Community Services Advisory Committee Board Member; and providing an effective date.

BACKGROUND

Section 2-83(c) of the Denton City Code mandates board, commission, or committee members who cannot attend a meeting must contact the chairperson or an appropriate staff liaison to report the absence before the start of the meeting and provide the reason. Absences can be excused by the City Secretary if the notification is received in advance of the meeting and if the absence is for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment. All board, commission, and committee members are provided information on the attendance requirements.

Community Services Advisory Committee Board Member Wandaliz Turner reported the absence on July 11, 2025 was due to personal family needs. Denton City Code Section 2-83(c)(1)(b) provides that in the event an absence does not meet any of the above excused absence criteria, a member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will place an item on the next available City Council agenda for consideration, in accordance with the Texas Open Meetings Act. Member Wandaliz Turner filed the request within the timeline required. The request is being formally presented to City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Lauren Thoden
City Secretary

RESOLUTION NO. 25-1308

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE JULY 11, 2025, MEETING ABSENCE OF A COMMUNITY SERVICES ADVISORY COMMITTEE MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 19-2866, adopted January 28, 2020, outlines the attendance policy/requirements for members of certain board, commission, and committees; and

WHEREAS, at adoption, Ordinance No. 19-2866 amended Section 2-83(c)(1)(a) to provide that an absence shall be considered excused for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment; and

WHEREAS, Section 2-83(c)(1)(b), provides "in the event an absence does not meet any of the above noted criteria for an excused absence, the member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will then place an item on the next available city council agenda for their consideration, in accordance with the Texas Open Meetings Act."; and

WHEREAS, Community Services Advisory Committee Member Wandaliz Turner (Member) was absent from the July 11, 2025, meeting with the purpose of the absence not meeting the criteria for excused absences; and

WHEREAS, the Member has requested City Council excuse the absence from the July 11, 2025, meeting for the purpose as stated in Exhibit A; and,

WHEREAS, the City Secretary formally presents the Member's request for the excused absence to the City Council; NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The reason for Member Wandaliz Turner's absence from the July 11, 2025, Community Services Advisory Committee meeting is sufficient to provide the absence be excused.

SECTION 2. The attendance record should reflect such absence as excused.

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this Resolution was made by _____ and seconded by _____, the Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

City of Denton

Board and Commission Notification of Absence Request

Community Services Advisory Committee

Absence Date: 07/11/25 **Submitted On**: 07/07/25 9:11 AM

Name:

Wandaliz Turner

Phone:

[redacted]

Email:

[redacted]

Reason for Absence:

Personal family needs

File #: ID 25-1309, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City of Denton excusing the July 14, 2025, meeting absence of a Public Utilities Board Member; and providing an effective date.

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: July 22, 2025

SUBJECT

Consider approval of a resolution of the City of Denton excusing the July 14, 2025 meeting absence of a Public Utilities Board Board Member; and providing an effective date.

BACKGROUND

Section 2-83(c) of the Denton City Code mandates board, commission, or committee members who cannot attend a meeting must contact the chairperson or an appropriate staff liaison to report the absence before the start of the meeting and provide the reason. Absences can be excused by the City Secretary if the notification is received in advance of the meeting and if the absence is for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment. All board, commission, and committee members are provided information on the attendance requirements.

Public Utilities Board Board Member Lee Riback reported the absence on July 14, 2025 was due to pre-planned travel. Denton City Code Section 2-83(c)(1)(b) provides that in the event an absence does not meet any of the above excused absence criteria, a member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will place an item on the next available City Council agenda for consideration, in accordance with the Texas Open Meetings Act. Member Lee Riback filed the request within the timeline required. The request is being formally presented to City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Lauren Thoden
City Secretary

RESOLUTION NO. 25-1309

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE JULY 14, 2025 MEETING ABSENCE OF A PUBLIC UTILITIES BOARD MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 19-2866, adopted January 28, 2020, outlines the attendance policy/requirements for members of certain board, commission, and committees; and

WHEREAS, at adoption, Ordinance No. 19-2866 amended Section 2-83(c)(1)(a) to provide that an absence shall be considered excused for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment; and

WHEREAS, Section 2-83(c)(1)(b), provides "in the event an absence does not meet any of the above noted criteria for an excused absence, the member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will then place an item on the next available city council agenda for their consideration, in accordance with the Texas Open Meetings Act."; and

WHEREAS, Public Utilities Board Member Lee Riback (Member) was absent from the July 14, 2025, meeting with the purpose of the absence not meeting the criteria for excused absences; and

WHEREAS, the Member has requested City Council excuse the absence from the July 14, 2025, meeting for the purpose as stated in Exhibit A; and,

WHEREAS, the City Secretary formally presents the Member's request for the excused absence to the City Council; NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The reason for Member Lee Riback's absence from the July 14, 2025, Public Utilities Board meeting is sufficient to provide the absence be excused.

SECTION 2. The attendance record should reflect such absence as excused.

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this Resolution was made by _____ and seconded by _____, the Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

City of Denton

Board and Commission Notification of Absence Request

Public Utilities Board

Absence Date: 07/14/25 **Submitted On**: 07/07/25 4:56 PM

Name:

Lee Riback

Phone:

[redacted]

Email:

[redacted]

Reason for Absence:

Pre-planned family travel out of state

File #: ID 25-1332, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City of Denton excusing the July 14, 2025, meeting absence of a Board of Ethics Member; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: July 22, 2025

SUBJECT

Consider approval of a resolution of the City of Denton excusing the July 14, 2025 meeting absence of a Board of Ethics Board Member; and providing an effective date.

BACKGROUND

Section 2-83(c) of the Denton City Code mandates board, commission, or committee members who cannot attend a meeting must contact the chairperson or an appropriate staff liaison to report the absence before the start of the meeting and provide the reason. Absences can be excused by the City Secretary if the notification is received in advance of the meeting and if the absence is for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment. All board, commission, and committee members are provided information on the attendance requirements.

Board of Ethics Board Member Andrea Eberhard reported the absence on July 14, 2025 was due to pre-planned travel. Denton City Code Section 2-83(c)(1)(b) provides that in the event an absence does not meet any of the above excused absence criteria, a member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will place an item on the next available City Council agenda for consideration, in accordance with the Texas Open Meetings Act. Member Andrea Eberhard filed the request within the timeline required. The request is being formally presented to City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Lauren Thoden
City Secretary

RESOLUTION NO. 25-1332

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE JULY 14, 2025 MEETING ABSENCE OF A BOARD OF ETHICS MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 19-2866, adopted January 28, 2020, outlines the attendance policy/requirements for members of certain board, commission, and committees; and

WHEREAS, at adoption, Ordinance No. 19-2866 amended Section 2-83(c)(1)(a) to provide that an absence shall be considered excused for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment; and

WHEREAS, Section 2-83(c)(1)(b), provides "in the event an absence does not meet any of the above noted criteria for an excused absence, the member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will then place an item on the next available city council agenda for their consideration, in accordance with the Texas Open Meetings Act."; and

WHEREAS, Board of Ethics Member Andrea Eberhard (Member) was absent from the July 14, 2025, meeting with the purpose of the absence not meeting the criteria for excused absences; and

WHEREAS, the Member has requested City Council excuse the absence from the July 14, 2025, meeting for the purpose as stated in Exhibit A; and,

WHEREAS, the City Secretary formally presents the Member's request for the excused absence to the City Council; NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The reason for Member Andrea Eberhard's absence from the July 14, 2025, Board of Ethics meeting is sufficient to provide the absence be excused.

SECTION 2. The attendance record should reflect such absence as excused.

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this Resolution was made by _____ and seconded by _____, the Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

City of Denton

Board and Commission Notification of Absence Request

Board of Ethics

Absence Date: 07/14/25 **Submitted On**: 07/10/25 2:28 AM

Name:

Andrea Eberhard

Phone:

[redacted]

Email:

[redacted]

Reason for Absence:

Out of country for family reasons

File #: ID 25-1333, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City of Denton excusing the July 14, 2025, meeting absence of a Board of Ethics Member; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: July 22, 2025

SUBJECT

Consider approval of a resolution of the City of Denton excusing the July 14, 2025 meeting absence of a Board of Ethics Board Member; and providing an effective date.

BACKGROUND

Section 2-83(c) of the Denton City Code mandates board, commission, or committee members who cannot attend a meeting must contact the chairperson or an appropriate staff liaison to report the absence before the start of the meeting and provide the reason. Absences can be excused by the City Secretary if the notification is received in advance of the meeting and if the absence is for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment. All board, commission, and committee members are provided information on the attendance requirements.

Board of Ethics Board Member Kenneth Ferguson reported the absence on July 14, 2025 was due to pre-planned travel. Denton City Code Section 2-83(c)(1)(b) provides that in the event an absence does not meet any of the above excused absence criteria, a member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will place an item on the next available City Council agenda for consideration, in accordance with the Texas Open Meetings Act. Member Kenneth Ferguson filed the request within the timeline required. The request is being formally presented to City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Lauren Thoden
City Secretary

RESOLUTION NO. 25-1333

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE JULY 14, 2025 MEETING ABSENCE OF A BOARD OF ETHICS MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 19-2866, adopted January 28, 2020, outlines the attendance policy/requirements for members of certain board, commission, and committees; and

WHEREAS, at adoption, Ordinance No. 19-2866 amended Section 2-83(c)(1)(a) to provide that an absence shall be considered excused for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment; and

WHEREAS, Section 2-83(c)(1)(b), provides "in the event an absence does not meet any of the above noted criteria for an excused absence, the member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will then place an item on the next available city council agenda for their consideration, in accordance with the Texas Open Meetings Act."; and

WHEREAS, Board of Ethics Member Kenneth Ferguson (Member) was absent from the July 14, 2025, meeting with the purpose of the absence not meeting the criteria for excused absences; and

WHEREAS, the Member has requested City Council excuse the absence from the July 14, 2025, meeting for the purpose as stated in Exhibit A; and,

WHEREAS, the City Secretary formally presents the Member's request for the excused absence to the City Council; NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The reason for Member Kenneth Ferguson's absence from the July 14, 2025, Board of Ethics meeting is sufficient to provide the absence be excused.

SECTION 2. The attendance record should reflect such absence as excused.

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this Resolution was made by _____ and seconded by _____, the Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

City of Denton

Board and Commission Notification of Absence Request

Board of Ethics

Absence Date: 07/14/25 **Submitted On**: 07/09/25 10:41 AM

Name:

Kenneth Ferguson

Phone:

[redacted]

Email:

[redacted]

Reason for Absence:

Pre-planned vacation

File #: ID 25-1129, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a service agreement related to public, education, and government (PEG) grants with the University of North Texas for its NTTV PEG channel; authorizing the expenditure of funds thereof; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Marketing and Communications**

CM/ DCM/ACM: **Sara Hensley, City Manager**

DATE: **July 22, 2025**

SUBJECT

To consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a service agreement related to public, education, and government (PEG) grants with the University of North Texas for its NTTV PEG channel; authorizing the expenditure of funds therefor; and declaring an effective date.

DISCUSSION

Staff is seeking Council approval for a PEG grant totaling $10,000 for the University of North Texas and its NTTV PEG channel. As part of the adopted FY24-25 budget, staff recommended a one-time grant of $10,000 to be spent on capital equipment related to their channel, as defined by the FCC.

BACKGROUND

Pursuant to section 66.009 of the Texas Utility Code, all cable providers are required to collect a PEG fee from every cable subscriber each month. There are three cable providers serving the citizens of Denton: Charter, Frontier, and Grande. With the adoption of Ordinance No. 2010-302, our PEG fee is 1 percent of the gross revenue of the video services provided by the cable operator and remitted to the City on a quarterly basis.

FISCAL INFORMATION

The grant will be funded by the PEG fund which is fully supported by the cable television subscriber fee. No other City funds will be needed.

EXHIBITS

1. Exhibit 1 - Agenda Information Sheet
2. Exhibit 2 – Ordinance & Agreement

Respectfully submitted:
Billy Matthews
DTV Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE SERVICE AGREEMENTS RELATED TO PUBLIC, EDUCATION, AND GOVERNMENT (PEG) GRANTS WITH THE UNIVERSITY OF NORTH TEXAS FOR ITS NTTV PEG CHANNEL; AUTHORIZING THE EXPENDITURE OF FUNDS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or designee, is hereby authorized to execute an agreement between the City of Denton and The University of North Texas for its TV channel. The agreement for the channel NTTV at UNT, a copy of which is attached hereto, is incorporated herein and made a part hereof.

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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

FY2024-25 SERVICE AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
NORTH TEXAS TELEVISION - NTTV

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and the University ofN011h Texas, UNT-NTTV, hereinafter referred to as "Organization":

WHEREAS, City has determined that the proposal for services merits assistance and can provide needed services to citizens of City; and

WHEREAS, this Agreement serves a valid municipal and public purpose and is in the public interest as it will assist local non-profit agencies, schools, hospitals, and public safety organizations within the City, among other things;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

Organization shall in a satisfactory and proper manner perform the following tasks, for which the monies provided by City may be used for the following objectives:

The funds being provided shall be used by Organization to assist with the costs of capital equipment related to providing Public, Educational and Government cable television services within the City of Denton in accordance with Federal Communications Commission (FCC) regulations.

II. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of funds from City, Organization agrees to the following terms and conditions.

A. Ten Thousand Dollars and no/100 ($10,000.00) shall be paid to Organization by City to be utilized for the purposes set fo11h in Article I.

B. Organization will maintain adequate records to establish that the City funds are used for the purposes authorized by this Agreement.

C. Organization will permit authorized officials of City to review applicable records at a mutually agreed upon date and time.

D. Organization will provide full-backup documentation for expenditures, invoices, and canceled checks to City by the end of the current fiscal year, September 30, 2025.

E. Organization will appoint a representative who will be available to meet with City officials when requested.

III. TIME OF PERFORMANCE

The services funded by City shall be unde11aken and completed by Organization within the following time frame:

The term of this Agreement shall commence on the effective date and terminate at end of the current fiscal year, unless the contract is sooner terminated under Section VII "Suspension or Termination".

IV. PAYMENTS

A. PAYMENTS TO ORGANIZATION. City shall pay to Organization the sum specified in Article II after the effective date of this Agreement.

B. EXCESS PAYMENT. Organization shall refund to City within ten (10) working days of City's request, any sum of money which has been paid by City and which City at any time thereafter determines:

1) has resulted in overpayment to Organization; or

2) has not been spent strictly in accordance with the terms of this Agreement; or

3) is not supported by adequate documentation to fully justify the expenditure.

V. EVALUATION

Organization agrees to provide City the following data and reports, or copies thereof:

A. All applicable external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt.

B. All applicable external or internal evaluation reports.

C. An explanation of any major changes in program services.

D. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of funds received and the services performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full suppo11 and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the services provided and expenditure of funds under this Agreement for five years.

E. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of services provided under this Agreement.

VI. TERMINATION

The City may terminate this Agreement for cause if Organization violates any covenants, agreements, or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may terminate this Agreement for other reasons not specifically enumerated in this paragraph.

VII. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable equal employment opportunity and affirmative action laws or regulations.

B. Organization will furnish all information and repo1ts requested by City, and will permit access to its books, records, and accounts for purposes of investigation to asce1tain compliance with local, State and Federal rules and regulations.

C. In the event of non-compliance by Organization with the non-discrimination requirements, the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be barred from further contracts with City.

VIII. REPRESENTATIONS

Organization represents:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to City.

B. Any supporting financial statements heretofore furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the rep01t, and that since said data, there has been no material change, adverse or otherwise, in the financial condition of organization.

C. No litigation or legal proceedings that would adversely affect Organizations obligations under this Agreement are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which organization is doing business or with the provisions of any existing indenture or agreement of organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder, and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements furnished by Organization to City.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

IX. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.

B. It is understood and agreed by the parties hereto that changes in the State, Federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto and shall become a part of the Agreement on the effective date specified by the law or regulation.

X. INDEMNIFICATION

To the extent authorized by law, the Organization agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims or suits for injuries, damage, loss, or liability of whatever kind or character, arising out of or in connection with the performance by the Organization or those services contemplated by this Agreement, including all such claims or causes of action based upon common, constitutional or statutory law, or based, in whole or in part, upon allegations of negligent or intentional acts of organization, its officers, employees, agents, subcontractors, licensees and invitees.

XI. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use his/her position for a purpose that is or gives the appearance of being motivated by desire for private gain for himself/herself, or others; particularly those with which he/she has family, business, or other ties.

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall pai1icipate in any decision relating to the Agreement which affects his personal interest or the interest in any corporation, pai1nership, or association in which he has direct or indirect interest.

XII. NOTICE

Any notice or other written instrument required or pe1mitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited **in** the United States mail, postage prepaid, registered or ce11ified, return receipt requested, or via hand-delive1y or facsimile, addressed to Organization or City, as the case may be, at the following addresses:

ORGANIZATION	CITY
University ofN011h Texas-NTTV	City of Denton, Texas
North Texas Television	Attn: City Manager
Phyllis Slocum	215 E. McKinney Street
1155 Union Circle #310589	Denton, Texas 76201
Denton, TX 76203-5017	Telephone (940) 349-8307
Telephone (940) 565-2565	

Either party may change its mailing address by sending notice of change of address to the other at the above address by ce11ified mail, return receipt requested.

XIII. MISCELLANEOUS

A. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties, bank, trust company or other financial institution without the prior written approval of City.

B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the patties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

E. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any litigation concerning this Agreement shall be in a count of competent jurisdiction sitting in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2025.

_____
SARA HENSLEY, CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: .....

APPROVED AS TO LEGAL FORM:
MACKREINWAND, CITY ATTORNEY

By: _____

ORGANIZATION (UNT - NTTV)

BY:_ _____

Clayton Gibson
Vice President for Finance &
Administration, CFO

File #: ID 25-1130, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a service agreement related to public, education, and government (PEG) grants with the University of North Texas for its DCTV PEG Channel; authorizing the expenditure of funds thereof; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Marketing and Communications**

CM/ DCM/ACM: **Sara Hensley, City Manager**

DATE: **July 22, 2025**

SUBJECT

To consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a service agreement related to public, education, and government (PEG) grants with the University of North Texas for its DCTV PEG channel; authorizing the expenditure of funds; and declaring an effective date.

DISCUSSION

Staff is seeking Council approval for a PEG grant totaling $10,000 for the University of North Texas and its NTTV PEG channel. As part of the adopted FY24-25 budget, staff recommended a one-time grant of $10,000 to be spent on capital equipment related to their channel, as defined by the FCC.

BACKGROUND

Pursuant to section 66.009 of the Texas Utility Code, all cable providers are required to collect a PEG fee from every cable subscriber each month. There are three cable providers serving the citizens of Denton: Charter, Frontier, and Grande. With the adoption of Ordinance No. 2010-302, our PEG fee is 1 percent of the gross revenue of the video services provided by the cable operator and remitted to the City on a quarterly basis.

FISCAL INFORMATION

The grant will be funded by the PEG fund which is fully supported by the cable television subscriber fee. No other City funds will be needed.

EXHIBITS

1. Exhibit 1 - Agenda Information Sheet
2. Exhibit 2 – Ordinance & Agreement

Respectfully submitted:
Billy Matthews
DTV Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE SERVICE AGREEMENTS RELATED TO PUBLIC, EDUCATION, AND GOVERNMENT (PEG) GRANTS WITH THE UNIVERSITY OF NORTH TEXAS FOR ITS DCTV PEG CHANNEL; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or designee, is hereby authorized to execute an agreement between the City of Denton and The University of North Texas for its TV channel. The agreement for the channel DCTV at UNT, a copy of which is attached hereto, is incorporated herein and made a part hereof.

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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

FY2024-25 SERVICE AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
DENTON COMMUNITY TELEVISION - DCTV

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and the University of North Texas on behalf of Denton Community Television - DCTV, Mayborn School of Journalism, hereinafter referred to as "Organization":

WHEREAS, City has determined that the proposal for services merits assistance and can provide needed services to citizens of City; and

WHEREAS, this Agreement serves a valid municipal and public purpose and is in the public interest as it will assist local non-profit agencies, schools, hospitals, and public safety organizations within the City, among other things;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

Organization shall in a satisfactory and proper manner perform the following tasks, for which the monies provided by City may be used for the following objectives:

The funds being provided shall be used by Organization to assist with the costs of capital equipment related to providing Public, Educational and Government cable television services within the City of Denton in accordance with Federal Communications Commission (FCC) regulations.

II. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of funds from City, Organization agrees to the following terms and conditions.

A. Ten Thousand Dollars and no/100 ($10,000.00) shall be paid to Organization by City to be utilized for the purposes set forth in Article I.

B. Organization will maintain adequate records to establish that the City funds are used for the purposes authorized by this Agreement.

C. Organization will permit authorized officials of City to review applicable records at a mutually agreed upon date and time.

D. Organization will provide full-backup documentation for expenditures, invoices, and canceled checks to City by the end of the current fiscal year, September 30, 2025.

E. Organization will appoint a representative who will be available to meet with City officials when requested.

III. TIME OF PERFORMANCE

The services funded by City shall be undertaken and completed by Organization within the following time frame:

The term of this Agreement shall commence on the effective date and terminate at end of the current fiscal year, unless the contract is sooner terminated under Section VII "Suspension or Termination".

IV. PAYMENTS

A. pAYMENTS TO ORGANIZATION. City shall pay to Organization the sum specified in A1iicle II after the effective date of this Agreement.

B. EXCESS PAYMENT. Organization shall refund to City within ten (10) working days of City's request, any sum of money which has been paid by City and which City at any time thereafter determines:

1) has resulted in overpayment to Organization; or

2) has not been spent strictly in accordance with the terms of this Agreement; or

3) is not supported by adequate documentation to fully justify the expenditure.

V. EVALUATION

Organization agrees to provide City the following data and reports, or copies thereof:

A. All applicable external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days ofreceipt.

B. All applicable external or internal evaluation reports.

C. An explanation of any major changes in program services.

D. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of funds received and the services performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pe1taining to the services provided and expenditure of funds under this Agreement for five years.

E. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and cunent records that clearly reflect the level and benefit of services provided under this Agreement.

VI. TERMINATION

The City may terminate this Agreement for cause if Organization violates any covenants, agreements, or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may terminate this Agreement for other reasons not specifically enumerated in this paragraph.

VII. BQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable equal employment opportunity and affirmative action laws or regulations.

B. Organization will furnish all information and repo1is requested by City, and will permit access to its books, records, and accounts for purposes of investigation to asce1iain compliance with local, State and Federal rules and regulations.

C. In the event of non-compliance by Organization with the non-discrimination requirements, the Agreement may be canceled, terminated, or suspended in whole or in paii, and Organization may be barred from further contracts with City.

VIII. REPRESENTATIONS

Organization represents:

A. All information, repo1is and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to City.

B. Any supporting financial statements heretofore furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown onsaid report, and the results of the operation for the period covered by the repo1t, and that since said data, there has been no material change, adverse or otherwise, in the financial condition of organization.

C. No litigation or legal proceedings that would adversely affect Organizations obligations under this Agreement are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which organization is doing business or with the provisions of any existing indenture or agreement of organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder, and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements furnished by Organization to City.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

IX. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.

B. It is understood and agreed by the parties hereto that changes in the State, Federal or local laws or regulations pursuant hereto may occur during the te1m of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto, and shall become a pait of the Agreement on the effective date specified by the law or regulation.

X. INDEMNIFICATION

To the extent authorized by law, the Organization agrees to indemnify, hold haimless, and defend the City, its officers, agents, and employees from and against any and all claims or suits for injuries, damage, loss, or liability of whatever kind or character, arising out of or in connection with the perfo1mance by the Organization or those services contemplated by this Agreement, including all such claims or causes of action based upon common, constitutional or statutory law, or based, in whole or in pmt, upon allegations of negligent or intentional acts of organization, its officers, employees, agents, subcontractors, licensees and invitees.

XI. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Organization fmther covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use his/her position for a purpose that is or gives the appearance of being motivated by desire for private gain for himself/herself, or others; particularly those with which he/she has family, business, or other ties.

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall paiticipate in any decision relating to the Agreement which affects his personal interest or the interest in any corporation, pa1tnership, or association in which he has direct or indirect interest.

XII. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via hand-delivery or facsimile, addressed to Organization or City, as the case may be, at the following addresses:

ORGANIZATION
Denton Community Television-DCTV
Mayhorn School of Journalism
University of No1th Texas
1155 Union Circle #311460
Denton, TX 76203-5017
Telephone (940) 369-8897

CITY
City of Denton, Texas
Attn: City Manager
215 E. McKinney Street
Denton, Texas 76201
Telephone (940) 349-8307

Either patty may change its mailing address by sending notice of change of address to the other at the above address by ce1tified mail, return receipt requested.

XIII. MISCELLANEOUS

A. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties, bank, trust company or other financial institution without the prior written approval of City.

B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, asse1tion, statement, understanding, or other commitment occurring during the term of this agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

E. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any litigation concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

IN WITNESS WHEREOF, the patties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____ ,2025.

_____
SARA HENSLEY, CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: .....

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

ORGANIZATION (UNT - DCTV)



BY:_____
Clayton Gibson
Vice President for Finance &
Administration, CFO

File #: ID 25-1116, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City Council of the City of Denton designating individual employees as authorized representatives of the City of Denton as a participant in the Texas local government investment pool ("TexPool"); designating an authorized representative with primary responsibility for transactions and other duties under the agreement; authorizing the Mayor to execute a resolution amending the City of Denton authorized representatives; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **July 22, 2025**

SUBJECT

Consider approval of a resolution of the City Council of the City of Denton designating individual employees as authorized representatives of the City of Denton as a participant in the Texas local government investment pool ("TexPool"); designating an authorized representative with primary responsibility for transactions and other duties under the agreement; authorizing the Mayor to execute a resolution amending the City of Denton authorized representatives; and providing an effective date.

BACKGROUND

In 2007, City Council originally authorized the City of Denton to participate in the local government investment pool, TexPool. (approved in R2007-037 and ratified in R22-2179).

The City uses investment pools to collect surplus funds for investment purposes. The pools function like money market funds, normally paying a higher rate than our depository bank. Due to changes in Finance staff, this resolution will amend the City's authorized representative list. TexPool requires a resolution to amend authorized representatives.

RECOMMENDATION

Staff recommends approval of the resolution.

FISCAL INFORMATION

Last fiscal year, TexPool generated approximately $5.8 million in additional interest income with an average balance of $108 million.

Exhibits:

1. Agenda Information Sheet
2. Resolution

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance

Prepared by:
Randee Klingele
Treasury Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENTON DESIGNATING INDIVIDUAL EMPLOYEES AS AUTHORIZED REPRESENTATIVES OF THE CITY OF DENTON AS A PARTICIPANT IN THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL ("TEXPOOL"); DESIGNATING AN AUTHORIZED REPRESENTATIVE WITH PRIMARY RESPONSIBILITY FOR TRANSACTIONS AND OTHER DUTIES UNDER THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE A RESOLUTION AMENDING THE CITY OF DENTON AUTHORIZED REPRESENTATIVES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("Participant") is a local government or state agency of the State of Texas, and is empowered to delegate to the public funds investment pools the authority to invest funds, and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, Participant adopted Resolution R2007-037 authorizing Participant to enter into a participation agreement (the "Participation Agreement") with TexPool; and

WHEREAS, Participant ratified the Participation Agreement adopted in Resolution R2007-037 in Resolution number 22-2179; and

WHEREAS, Participant desires to amend the Participant's authorized representatives previously designated in the Participation Agreement, and by Resolutions R2007-037, R20-2431, and 22-2179; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitals set forth above are found to be true and correct legislative and factual determinations of the City of Denton and are hereby approved and incorporated into the body of this resolution and made a part hereof for all purposes as if fully set forth herein.

SECTION 2. The Resolution Amending Authorized Representatives attached hereto and incorporated herein for all purposes, is hereby approved, and the Mayor is authorized to execute said resolution on behalf of Participant.

SECTION 3. The individuals whose signatures appear in this Section and the Resolution Amending Authorized Representatives are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

The authorized representatives of the Participant are those individuals listed below. These individuals will be issued Personal Identification Numbers (PINs) to transact business via the phone with a Participant Services Representative.

1. Name: Randee Klingele Title: Treasury Manager
   Phone/Fax/Email: (940) 349-8206 / (940) 349-7206 / randee.klingele@cityofdenton.com

   Signature: _____

2. Name: Milas Trey Davis Title: Treasury Analyst
   Phone/Fax/Email: (940) 349-8208 / (940) 349-7206 / trey.davis@cityofdenton.com

   Signature: _____

3. Name: Matt Hamilton Title: Assistant Director of Finance
   Phone/Fax/Email: (940) 349-8127 / (940) 349-7206 / matthew.hamilton@cityofdenton.com

   Signature: _____

The Authorized Representative provided above who will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement is listed below.

Name: Randee Klingele

In addition and at the option of the Participant, one additional authorized representative can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals.

The Participant does not desire to designate a representative with inquiry rights only.

SECTION 4. This resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool receives a copy of any such amendment or revocation.

The motion to approve this resolution was made by [_____] and seconded by [_____].

The resolution was passed and approved by the following vote [__ – __ – __]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller Digitally signed by Susan Keller Date: 2025.07.13 22:13:27 -05'00'

Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

*** Required Fields**

1. Resolution

WHEREAS,

City of Denton — Participant Name*

7 9 1 3 5 — Location Number*

("**Participant**") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("**TexPool / Texpool Prime**"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and

C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Randee Klingele — Name; Treasury Manager — Title
   9 4 0 3 4 9 8 2 0 6 — Phone; Fax; randee.klingele@cityofdenton.com — Email
   Signature

2. Milas Trey Davis — Name; Treasury Analyst — Title
   9 4 0 3 4 9 8 2 0 8 — Phone; Fax; trey.davis@cityofdenton.com — Email
   Signature

3. Matthew Hamilton — Name; Assistant Director of Finance — Title
   9 4 0 3 4 9 8 1 2 7 — Phone; Fax; matthew.hamilton@cityofdenton.com — Email
   Signature

Form Continues on Next Page

1. Resolution (continued)

4. Name | Title

Phone | Fax | Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name | Title

Phone | Fax | Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the [ ] day of [ ], 2025.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of Denton
Name of Participant*

SIGNED

Signature*

Gerard Hudspeth
Printed Name*

Mayor
Title*

ATTEST

Signature*

Lauren Thoden
Printed Name*

City Secretary
Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services**:

Email: texpool@dstsystems.com

Fax: 866-839-3291

1-866-TEXPOOL (839-7665) • TexPool.com
© 2022 Federated Hermes, Inc.
G45340-17 (3/22)

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File #: ID 25-824, **Version:** 1

AGENDA CAPTION

Consider 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 Parkhill, Smith & Cooper, Inc., for the Supervisory Control and Data Acquisition System for the Solid Waste Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8525-003 - Professional Services Agreement for professional services awarded to Parkhill, Smith & Cooper, Inc., in the not-to-exceed amount of $98,300.00). The Public Utilities Board recommends approval (6 - 0).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 22, 2025

SUBJECT

Consider 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 Parkhill, Smith & Cooper, Inc., for the Supervisory Control and Data Acquisition System for the Solid Waste Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8525-003 – Professional Services Agreement for professional services awarded to Parkhill, Smith & Cooper, Inc., in the not-to-exceed amount of $98,300.00). The Public Utilities Board recommends approval (6 - 0).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities.

INFORMATION/BACKGROUND

The Solid Waste Department's Landfill is located at 1527 South Mayhill Road and serves as the sole solid waste disposal site for the City of Denton's residents and businesses. Solid Waste operations are designed to maximize the use of landfill space while controlling environmental hazards and protecting the environment.

Parkhill was chosen from our pre-approved vendor list, 8525, to provide design and construction administration of the landfill's Supervisory Control and Data Acquisition (SCADA) system for the landfill leachate collection and discharge system. Landfill leachate must be controlled, collected, analyzed, discharged, and tracked for treatment in accordance with the landfill's Texas Commission on Environmental Quality (TCEQ) 1590B Permit. The SCADA system will allow landfill personnel to electronically monitor and control the movement of fluids from the leachate sumps out of the landfill. Utilizing a SCADA system will allow for live, uncorrupted data acquisition and automated pumping as compared to the old method of manually taking readings and pumping daily. Keeping meticulous data logs for the TCEQ reports is critical, so data quality is essential.

Request for Qualifications for state certified engineers for professional engineering services for the Solid Waste and Recycling Department was solicited using the City's formal solicitation process. City Council approved a pre-qualified list of professional service firms on August 20, 2024 (Ordinance 24-1562).

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 20, 2024, City Council approved RFQ 8525 for state certified engineers for professional engineering services for the Solid Waste and Recycling Department (Ordinance 24-1562).

On July 14, 2025, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award a contract with Parkhill, Smith & Cooper, Inc., for the Supervisory Control and Data Acquisition System for the Solid Waste Department, in a not-to-exceed amount of $98,300.

PRINCIPAL PLACE OF BUSINESS

Parkhill, Smith & Cooper, Inc.
Frisco, TX

ESTIMATED SCHEDULE OF PROJECT

Delivery of the items will occur within 180 days after receipt of the order.

FISCAL INFORMATION

These services will be funded from Solid Waste and Recycling account #665221585.1365.40100. Requisition #169576 has been entered into the Purchasing software system in the amount of $98,300. The budgeted amount for this item is $98,300.

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: Randall Morris, 940-349-8049.

Legal point of contact: Marcella Lunn 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 PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM FOR THE SOLID WASTE DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8525-003 – PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES AWARDED TO PARKHILL, SMITH & COOPER, INC., IN THE NOT-TO-EXCEED AMOUNT OF $98,300.00).

WHEREAS, on August 20, 2024, the City Council approved a pre-qualified professional services list of state certified engineers for professional engineering services for the Solid Waste and Recycling Department (Ordinance 24-1562), 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 [Engineering functions]; 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 Parkhill, Smith & Cooper, Inc., to provide professional engineering services for the City of Denton, 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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn _____

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Docusign City Council Transmittal Coversheet

PSA	8525-003
File Name	LANDFILL SCADA PROJECT
Purchasing Contact	Crystal Westbrook
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

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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 **Parkhill, Smith & Cooper, Inc.** with its corporate office at 4222 85th St., Lubbock, TX 79423 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Landfill SCADA Project (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 $98,300 in the manner and in accordance with the fee schedule as set forth in Attachment A. 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:

A. Invoice and Payment

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(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.

C. Subsurface Investigations

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(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 PROJECT, when completed, will be in accordance with the AGREEMENT

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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.

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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.

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J. INSURANCE

(1) ENGINEER'S INSURANCE

a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000.00 per each occurrence with a $2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.

   i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. 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 insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.

   ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.

b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of "any auto", including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.

   i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary,

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commercial umbrella liability insurance with a limit of not less than $100,000.00 each accident for bodily injury by accident or $100,000.00 each employee for bodily injury by disease, with $500,000.00 policy limit.

i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.

d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of $1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.

b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.

d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.

e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

f. Insurers for all policies must be authorized to do business in the State of

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Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

g. Any deductible or self insured retention in excess of $25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at it sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.

h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.

i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.

j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.

k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.

l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.

m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

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.

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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 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

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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.

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's

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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

(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

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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.

D. Termination

(1) This AGREEMENT may be terminated:

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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 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.

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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 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

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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 under this provision will be considered a material breach.

O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

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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.

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

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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. 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:

Attachment A - Scope of Services, Compensation, Project Schedule, Location Map

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.

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Duly executed by each party's designated representative to be effective on _____.

BY:
CITY OF DENTON, TEXAS

_____
Sara Hensley, City Manager

BY:
ENGINEER
Parkhill, Smith & Cooper, Inc.

Signed by:
Frank Pugsley
22ACE0EE58A3431...

Authorized Agent, Title

Full Name: Frank Pugsley

2025- 1288789
_____
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

Signed by:
Brian Boerner
DCD14331B89A4A9...
Signature

Director of Solid Waste
Title

Swr
Department

Date Signed: 4/2/2025

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
Marcella Lunn
4B070831B4AA438...
BY: _____

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Parkhill

ATTACHMENT A

March 4, 2025

Randall Morris
Landfill Manager
Solid Waste and Recycling Department
City of Denton
1527 S. Mayhill Rd.
Denton, TX 76208

RE: Proposal for Professional Services (42922.24)
Denton Landfill LCS SCADA System

Dear Mr. Morris:

Parkhill is pleased to have the opportunity to provide this proposal for Engineering services to the City of Denton for the referenced Project.

PROJECT UNDERSTANDING

The City of Denton's solid waste department contacted Parkhill to provide design and construction administration services for the installation of a remote monitoring solution for their landfill leachate collection system. The remote monitoring system, or SCADA, is intended to monitor the operation, alarm conditions, and provide control and analysis of up to six (6) leachate pump stations located around the perimeter of the landfill.

SCOPE OF SERVICES

DESIGN

Parkhill will provide design and technical specifications to procure programming, automation and installation of a new SCADA system.

1. Provide design coordination with Landfill operations staff.
2. Design of a new SCADA system to include new remote terminal units (RTU) for 5 existing and 1 proposed leachate pump locations and 1 new master RTU located at the Landfill operations facility
3. Perform radio path analysis.
4. Prepare a location determination for 3 communication towers approximately 30-40' in height.
5. Provide details and specifications for 3 self-supporting lattice-type communication towers to include foundation, foundation placement
6. Extension of existing electrical service to each tower location from nearest source as found on landfill site.
7. Specification of wireless communication equipment (radio) at each tower location, existing leachate pump site, and Landfill operations facility.
8. Design and specification of RTUs at each existing leachate pump site, and landfill operations facility, and conduit/flexible conduit from existing leachate pump controller to new RTU to include conductors and terminations at each end.
9. Provide a programming narrative to guide contractor's programming, configuration and commissioning of all new RTUs and communication equipment.

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10. Provide a narrative for human machine interface development and commissioning.
11. Require testing of all installed equipment for proper alarming, trending, control, and monitoring both locally and remotely.

BIDDING

1. Attend a pre-bid meeting and site visit to familiarize prospective contractors with the project.
2. Respond to comments and questions raised by potential bidders through the City Purchasing Department.
3. Prepare and issue clarifications to plans and specifications as necessary via addenda to the bid documents through the City Purchasing Department.
4. Following the bid opening, Parkhill will provide assistance with reviewing the bid tab prepared by Denton's Purchasing Department and contacting contractor references as requested.

CONSTRUCTION ADMINISTRATION

1. During construction Parkhill will lead virtual preconstruction and construction progress meetings with the City and Contractor staff, take and distribute meeting minutes.
    a. Attend up to 3 regular construction progress meetings.
2. Review and respond to up to 5 submittals, 2 requests for information (RFI) and make recommendations as necessary for up to 1 change order requests.
3. Review and submit contractor requests for payment to the City for processing.
4. Conduct a final walk-through at project completion.
5. Provide troubleshooting support to the Contractor during commissioning.
6. Provide As-Built Record Drawings based upon information provided to Parkhill by the Contractor.

TRAINING

1. In conjunction with the final walk-through, provide post-construction training of landfill personnel in direct charge of the leachate collection system and SCADA system. Training is budgeted to include up to one 8-hour day.

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Surveys and Geotechnical Reports

DELIVERABLES

- 60% Design Plans and Specifications
- 90% Design Plans and Specifications
- Final Bidding Documents

SCHEDULE

A tentative schedule for submitting our work is as follows:

- 60% Design – 90 days from NTP
- 90% Design – 45 days from receipt of comments
- Final Bidding Documents – 45 days from receipt of comments

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COMPENSATION

Our fee for the Scope of Services for tasks 1 through 4 above will be based on a lump sum amount of $98,300.00 and will be billed on a percentage complete method.

TASK		FEE
Task 1 – Design	$	47,500.00
Task 2 – Bidding	$	8,500.00
Task 3 – Construction Administration	$	32,500.00
Task 4 – Training	$	9,800.00
TOTAL	$	98,300.00

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call me. If this proposal meets your expectations, we will wait to commence services upon receipt of a Purchase Order and consider receipt as Notice to Proceed.

Sincerely,

PARKHILL

By Frank E Pugsley, P.E.

Frank Pugsley, PE
Partner | Director of Environmental

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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.**

PARKHILL, SMITH & COOPER, 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: Frank Pugsley 22ACF0FE58A3431...

Signature of vendor doing business with the governmental entity

4/2/2025
Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of 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: 6F364D7D-A7F3-4E83-96F6-76C1AEF9D133
Status: Sent
Subject: Please DocuSign: City Council Contract 8525-003 Landfill SCADA Project
Source Envelope:
Document Pages: 25
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Crystal Westbrook
901B Texas Street
Denton, TX 76209
crystal.westbrook@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
3/26/2025 8:45:03 AM
Holder: Crystal Westbrook
crystal.westbrook@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Crystal Westbrook crystal.westbrook@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: 3/26/2025 8:47:57 AM Viewed: 3/26/2025 8:48:14 AM Signed: 3/26/2025 8:48:54 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	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/26/2025 8:48:57 AM Viewed: 3/26/2025 10:24:47 AM Signed: 3/26/2025 10:25:24 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/26/2025 10:25:26 AM Viewed: 3/28/2025 5:08:11 PM Signed: 3/28/2025 5:11:36 PM
Frank Pugsley fpugsley@parkhill.com Principal Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/31/2025 8:50:57 AM ID: 1c6bfa15-3edc-4fb1-909e-d7b313ba0d64	Signed by:  22ACF0FE58A3431... Signature Adoption: Pre-selected Style Using IP Address: 138.199.118.214	Sent: 3/28/2025 5:11:38 PM Viewed: 3/31/2025 8:50:57 AM Signed: 4/2/2025 9:44:59 AM

Signer Events	Signature	Timestamp
Brian Boerner brian.boerner@cityofdenton.com Director of Solid Waste SWR Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/2/2025 10:12:50 AM ID: 0e61e64e-a8dc-405a-82a4-5eace5225fce	Signed by: Brian Boerner DCD14331B89A4A9... Signature Adoption: Pre-selected Style Using IP Address: 72.158.228.108 Signed using mobile	Sent: 4/2/2025 9:45:02 AM Viewed: 4/2/2025 10:12:50 AM Signed: 4/2/2025 10:13:13 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: 4/2/2025 10:13:16 AM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Lauren Thoden lauren.thoden@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: 3/26/2025 8:48:58 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/2/2025 10:13:16 AM Viewed: 4/3/2025 1:16:56 PM

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		
Randall Morris randall.morris@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/19/2024 3:46:43 PM ID: fe1e8268-3ba2-488b-9237-b3e1cb5a5923		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2025 8:47:57 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.

File #: ID 24-1863, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFQ 8551 for the Denton Renewable Resource Plan (DRRP) Whitepaper; and providing an effective date (RFQ 8551). The Public Utilities Board recommends approval (6 - 0).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 22, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFQ 8551 for the Denton Renewable Resource Plan (DRRP) Whitepaper; and providing an effective date (RFQ 8551). The Public Utilities Board recommends approval (6 - 0).

INFORMATION/BACKGROUND

An RFQ was issued to identify qualified firms to review the Denton Renewable Resource Plan (DRRP) whitepaper developed by Denton Municipal Electric (DME) staff, and after evaluation and negotiation, the highest-ranked firm was London Economics International, LLC. The DRRP whitepaper is an important document that takes a holistic approach to review DME's current and future renewable portfolio and analyzes the financial impact of given proposed ERCOT Market changes going forward. However, after further internal discussions and strategic planning efforts, DME has decided to take a more comprehensive approach to long-term resource planning. As a result, the utility will develop a full Integrated Resource Plan (IRP), which will encompass and expand upon the goals and scope originally envisioned in the DRRP Whitepaper.

The IRP will include a broader evaluation of DME's generation portfolio mix and regulatory considerations. It will also provide robust stakeholder engagement and scenario-based planning.

In accordance with the Local Government Code 252.043, the City Council may reject any and all bids.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On July 14, 2025, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Staff recommends rejection of all proposals for the RFQ related to the review of the DRRP whitepaper.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

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

For information concerning this acquisition, contact: Jose Gaytan, 940-349-7528.

Legal point of contact: Marcella Lunn 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 RFQ 8551 FOR THE DENTON RENEWABLE RESOURCE PLAN (DRRP) WHITEPAPER; AND PROVIDING AN EFFECTIVE DATE (RFQ 8551).

WHEREAS, the City has solicited, received, and tabulated competitive proposals to evaluate Denton Renewable Resource Plan (DRRP) whitepaper (RFQ 8551) 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 (RFQ 8551 – Denton Renewable Resource Plan (DRRP) whitepaper) 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 RFQ 8551.

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 RFQ 8551 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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

File #: ID 25-1223, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Schneider Electric Smart Grid Solutions, LLC, amending the contract approved by City Council on December 13, 2022, in the not-to-exceed amount of $683,277.00; said first amendment to provide for the configuration and implementation of ArcFM Designer XI (DXI) for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 7817 - providing for an additional first amendment expenditure amount not-to-exceed $129,124.00, with the total contract amount not-to-exceed $812,401.00). The Public Utilities Board recommends approval (6 - 0).

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 22, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Schneider Electric Smart Grid Solutions, LLC, amending the contract approved by City Council on December 13, 2022, in the not-to-exceed amount of $683,277.00; said first amendment to provide for the configuration and implementation of ArcFM Designer XI (DXI) for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 7817 – providing for an additional first amendment expenditure amount not-to-exceed $129,124.00, with the total contract amount not-to-exceed $812,401.00). The Public Utilities Board recommends approval (6 - 0).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Denton Municipal Electric (DME) selected Schneider Electric Smart Grid Solutions to configure and implement Designer XI and SPIDAcalc. DME's Request for Proposal (RFP) was based on an organizational assessment performed in 2019 to redesign how DME executes work. Specifically, to integrate better planning and coordination between engineering, procurement, material management, and operations to achieve operational efficiencies and maximize resources. Consistent with industry best practices, a comprehensive work management and planning system is needed to achieve the efficiencies and integration that will position DME to meet the high electric growth in demand in the most cost-effective manner. Both parties now wish to modify the scope of work entitled "Designer XI and SPIDAcalc Implementation" to include the following:

Compatible Unit (CU) Library & Specification ID Mapping Extension

Schneider Electric will lead up to five (5) remote working sessions with Denton, Power Engineers Inc., and Starboard Consulting LLC to discuss Compatible Units (CUs), Macros, Drawn/non-Drawn CUs needed by Denton to produce a design to allow Maximo to estimate design cost and to allow GIS to perform As-Built. Schneider Electric will provide an operational knowledge transfer session for up to five (5) Denton employees for post go-live maintenance of the CU Library and palette in Designer XI. Schneider Electric will provide up to three (3) one (1) hour remote knowledge transfer sessions.

UN Data Model Change Reconfiguration

Schneider Electric will perform configuration and mapping changes in Designer XI (DXI) as well as Editor XI (EXI) to align with changes made in the Utility Network (UN) Data Model. Schneider Electric will perform the necessary EXI and DXI configuration and mapping changes within the Schneider Electric (SE) internal Production Server (PS) environment to accommodate the updated UN Data Model changes. Schneider Electric will conduct a one (1) two-hour knowledge transfer session to demonstrate the methods and steps to perform configuration and mapping changes in response to a data model change.

Extended Designer XI and Maximo Integration Testing Support

Schneider Electric will provide three (3) consecutive weeks of remote support to DME/Starboard for troubleshooting issues related to DME's implementation of Designer XI and Maximo integration.

Extended System Acceptance Testing (SAT)

Schneider Electric will provide four (4) consecutive weeks of remote support for DME for conducting the System Acceptance Test (SAT). Schneider Electric will support DME to conduct SAT and work with DME to resolve issues as uncovered during SAT.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 13, 2022, City Council approved a contract with Schneider Electric Smart Grid Solutions, LLC, in the not-to-exceed amount of $683,277 (Ordinance 22-2475).

On March 7, 2024, Purchasing executed Change Order No. 1 in the not-to-exceed amount of $12,100.

On September 13, 2024, Purchasing executed Change Order #2, in the not-to-exceed amount of -$7,130.

On February 2, 2025, Purchasing executed Change Order #3, authorizing the use of contingency funds in the not-to-exceed amount of $42,281.

On July 14, 2025, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award Amendment No. 1 with Schneider Electric Smart Grid Solutions, LLC, to provide for the configuration and implementation of ArcFM Designer XI (DXI) for Denton Municipal Electric, in a not-to-exceed amount of $129,124, for a total amended contract amount of $812,401.

PRINCIPAL PLACE OF BUSINESS

Schneider Electric Smart Grid Solutions, LLC
Fort Collins, CO

ESTIMATED SCHEDULE OF PROJECT

This contract expires on December 13, 2027.

FISCAL INFORMATION

These services will be funded from DME's CIP budget account 605269500.1360.3980. Purchase Order #206194 will be revised to include the first amendment amount of $129,124. The total amended amount of this contract is $812,401.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance, Contract, and Change Orders 1-3
Exhibit 3: Ordinance and Amendment 1

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

For information concerning this acquisition, contact: Jerry Looper, 940-349-8333.

Legal point of contact: Marcella Lunn at 940-349-8333.

ORDINANCE NO. 22-2475

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC, FOR THE CONFIGURATION AND IMPLEMENTATION OF ARC FM DESIGNER XI (DXI) FOR DENTON MUNICIPAL ELECTRIC (DME); PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7817 - AWARDED TO SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, 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 $683,277.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for configuration and implementation of Arc FM Designer XI (DXI) for Denton Municipal Electric (DME); 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
7817	Schneider Electric Smart Grid Solutions, LLC	$683,277.00

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 Brian Beck and seconded by Brandon Chase McGee. 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:	✓			
Jesse Davis, District 3:	✓			
VACANT, District 4:				
Brandon Chase McGee, At Large Place 5:	✓			
Chris Watts, At Large Place 6:	✓			

PASSED AND APPROVED this the 13th day of December, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, 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: 2022.12.06 19:52:17 -06'00'

DocuSign Envelope ID: 30833DAC-B3CE-4F9C-9B0A-9A0C0443AB4C

Docusign City Council Transmittal Coversheet

RFP	7817
File Name	Workflow Design System - Designer
Purchasing Contact	Christa Christian
City Council Target Date	DECEMBER 13, 2022
Piggy Back Option	No
Contract Expiration	DECEMBER 13, 2027
Ordinance	22-2475

DocuSign Envelope ID: 30833DAC-B3CE-4F9C-9B0A-9A0C0443AB4C

CONTRACT BY AND BETWEEN CITY OF DENTON, TEXAS AND SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC (CONTRACT 7817)

THIS CONTRACT is made and entered into this date 12/13/2022, by and between a Delaware Limited Liability Company, **SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC**, whose address is 2620 E. Prospect Rd., Suite 130, Fort Collins, CO 80526
hereinafter referred to as "Contractor," 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 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 products and/or services in accordance with the mutually agreed upon Statement of Work. 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 Standard Terms and Conditions **(Exhibit "B");**
(c) Insurance Requirements **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Contractor's Scope of Work **(Exhibit "E")**;
(f) Contractor's Milestone Acceptance Form **(Exhibit "F");**
(g) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "G");**

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

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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.

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.

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

SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC

BY: DocuSigned by: Drew Ditter 04CEFA4FC4AD4C6...
AUTHORIZED SIGNATURE

Printed Name: Drew Ditter

Title: Global Operations Director

9702231888
PHONE NUMBER

drew.ditter@se.com
EMAIL ADDRESS

2022-957088
TEXAS ETHICS COMMISSION 1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: DocuSigned by: Sara Hensley 5236DB290270423...

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: DocuSigned by: Rosa Rios 1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by: Marcella Lunn 4B070831B4AA438...

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

DocuSigned by: Antonio Puente, Jr. E3760944C2BF4B5...
SIGNATURE

Antonio Puente, Jr.
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Contract # 7817

Internal

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Exhibit A

Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $683,277 for configuration and implementation of Arc FM Designer XI (DXI). Pricing shall be per Exhibit E attached.

2. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be one (1) year, effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department. The City and Supplier shall have the option to renew this contract for an additional (4) one-year periods, in a total of five (5) years. 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.

4. Reserved.

5. Reserved.

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Exhibit B
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 or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. 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.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Scope of Work 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, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. Reserved.

4. Reserved.

5. Reserved.

6. Reserved.

7. Reserved.

8. Reserved.

9. **PLACE AND CONDITION OF WORK**: 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 agrees not to seek any liability or claim for damages from City of any kind or nature if the actual site or service conditions differ from expected conditions.

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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**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or 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, on the job.

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 on the job, 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.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, it's 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 third-party 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 Respondent 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 in duplicate 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, the purchase order or delivery 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. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information

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in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
C. For Time and Materials work, 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 execution of contract. The price excludes all present or future sales taxes, excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by Government authorities upon Services provided by the Contractor. The City shall be responsible for all such taxes and duties resulting from this Agreement. The Contractor is required to impose taxes on orders and shall invoice the City for such taxes and/or fees according to state and local statute, unless the City furnishes the Contractor at the time of execution of the contract with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees.

13. **PAYMENT**:
A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.
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, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
C. The City shall be obligated to only pay undisputed amounts.
D. Reserved.
E. Reserved.
F. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by electronic funds transfer.
G. 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 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 nor removal fees charged to the City.
H. Fixed Fee for Tasks; Milestone Payments: The City shall pay Contractor the fixed fee for each task performed as outlined in the applicable Task Order/SOW. If changes in the schedule are made by consent of both Parties that affect the completion of tasks or change the order of the tasks that affect milestone acceptance, Contractor has the right to invoice based on a partial milestone completion percentage. In the event any work task is not 100 percent complete, and for which

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Contractor is requesting payment, Contractor will submit sufficient documentation to assure the City that Contractor has satisfactorily performed such tasks. This preliminary acceptance for payment in no way abrogates Contractor's responsibility to correct any errors in compensated work tasks. The maximum amount that Contractor may be paid for each task, unless otherwise provided by written authorization from The City, shall be as specified in the Task Order/SOW.

Each Milestone payment amount includes the labor plus any out-of-pocket expenses. The Contractor will submit an invoice and Milestone Acceptance Form (Exhibit F) attached hereto and made a part hereof), identifying the Milestone delivered, and the expected amount associated with each Milestone. The City will have 30 days to approve or reject the Milestone Acceptance form, the signature of which constitutes acceptance of the deliverables within the Milestone. Failure on the part of the City to reject the Milestone within 30 days will constitute acceptance.

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 terms. During the term of this contract, for Time and Materials work, 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 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**: Reserved.

17. **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 period and 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 available, within ten (10) business days of 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 a 50 mile radius of the City of Denton. The

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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. 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. Reserved.

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, 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 without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting by Subcontractor, 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. Reserved.

19. **WARRANTY-PRICE**:

A. Reserved.

B. The Contractor certifies that the prices in the 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. Reserved.

20. Reserved.

21. Reserved.

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22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided 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.

A. Reserved.

B. Unless otherwise specified in the Contract, the warranty period shall be at least (90) days from the Acceptance Date (the "Warranty Period'). If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section, although notice must be given within the Warranty Period.

C. Reserved.

D. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A SPECIFIC TASK ORDER, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE, OR WARRANTIES OF TITLE AND AGAINST INFRINGEMENT.

IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, CONTRACTOR DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY CONTRACTOR, OR ITS VENDORS. IF SUPPLIED BY CONTRACTOR OR ITS VENDORS, CONTRACTOR BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CITY'S NEEDS OR EXPECTATIONS. CITY IS RESPONSIBLE FOR THE QUALITY OF DATA AND VERIFYING THE ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

23. **ACCEPTANCE**:

a. Deliverable Review. All deliverables as defined in each SOW ("Deliverable(s)") shall be submitted to the City for review and categorization as detailed in Article 23(c) below. The City shall have fourteen (14) days to categorize the Deliverables and Contractor shall be notified in writing of any delays in the review period. Should the City fail to notify Contractor in writing within fourteen (14) days, the Deliverables shall be deemed accepted.

b. Compliance. All reviews will be performed on the basis of work correctness and compliance with the Agreement. The City reserves the right to return for correction within the review period any Deliverables that are in error or have not been prepared within the specifications set forth in the applicable SOW.

c. Classification of Deliverables. After review, Deliverables shall be classified as follows:

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(i) DELIVERABLE ACCEPTED, shall be defined as a Deliverable conforming to the SOW or meeting the specifications, with no more than minor and/or isolated exceptions or nonconformities. In such case the City will take responsibility for any necessary corrections.

(ii) DELIVERABLE ACCEPTED WITH REWORK, shall be defined as a Deliverable essentially conforming to its specification, but having a significant number of isolated exceptions, and is accepted pending re-editing and correction by Contractor. Contractor shall re-edit the work for the indicated errors and resubmit within 30 days. The City will rerun its acceptance checks for the classes of errors detected in the initial check and will reclassify the Deliverable(s) as either ACCEPTED or REJECTED.

(iii) DELIVERABLE REJECTED, shall be defined as a Deliverable failing to conform to the SOW or to meet specification in ways that indicate that major improvements in procedure are needed to avoid recurrence. Contractor shall rework the Deliverable and resubmit to the City within 30 days, at which time the City will rerun its acceptance check and reclassify the work.

d. City Delays. The City must exercise due diligence and shall ensure that factors beyond the control of Contractor, such as City delays and failure to fulfill City responsibilities, will not interfere with Contractor's ability to complete the Services. The City shall notify Contractor of any such factors that may cause delays in the completion of tasks or changes to the SOW, and both Parties will mutually determine required modifications to this Agreement.

e. Final Acceptance and Certification. At the conclusion of project acceptance, Contractor will request that the City sign a final acceptance certificate and City shall have fourteen (14) days to sign off on the final acceptance certificate. Should the City fail to notify Contractor of their acceptance in writing within fourteen (14) days of receiving the final acceptance certificate, all of the Deliverables shall be deemed accepted. In addition, should the City use any of the Deliverables in a Production Environment prior to receipt of an acceptance certificate, such use shall constitute deemed acceptance on part of the City. A "Production Environment" is defined as a computer system consisting of hardware that is executing the Software in an environment that is accessed by end users and is part of Licensee's system of record database system for live business operations.

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 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

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City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: 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, (b) fails to provide adequate assurance of performance under Paragraph 24, (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.

27. **TERMINATION FOR CAUSE:** The Parties shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the other party, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the terminating party's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the terminating party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the terminating party as a result of the other party'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 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.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause 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.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer 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. In such case, Contractor shall be paid on a pro rata basis for work completed under this Agreement through the effective date of suspension or delay, including any associated wind-down expenses incurred by Contractor, and all return travel and subsistence expenses associated with returning Contractor employees and/or subcontractors to their permanent duty locations. 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 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified. Suspension or delay of work will not terminate this agreement. All other terms and conditions of this Agreement shall remain in force until such time as work is resumed or

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terminated as provided in this Article, such period of time not to extend beyond ninety (90) days from the issuance of the suspension without the mutual consent of both Parties.

B. Reserved

31. IP **INDEMNITY**:

A. **IP INDEMNIFICATION**Contractor will indemnify, at its expense, any action or proceeding brought against City by a third Party to the extent that it is based on a claim that any part of the Deliverables provided, or their use under this Agreement, infringes any copyrights, trademarks, patents or other intellectual property right in Canada or United States ("Claim"). City shall promptly notify Contractor in writing of any infringement action or proceeding that has been brought or threatened of which it is aware. Contractor will settle or defend the action and pay the costs and damages awarded in any action or proceeding, provided that Contractor has control of the defense of any action and all negotiations for settlement or compromise in connection therewith. In the event that a final injunction is obtained against City's use of any part of the Deliverables by reason of infringement of a foregoing proprietary right, or if in Contractor's opinion the Deliverables is likely to become the subject of a claim for such infringement, Contractor shall at its option and expense, either:

(i) procure for City the right to continue using such portion of the Deliverables; or

(ii) replace such portion of the Deliverables with a non-infringing and non-misappropriating functional equivalent satisfactory to City or

(iii) modify such portion of the Deliverables in a way satisfactory to City so that it becomes non-infringing and non-misappropriating.

Contractor will have no indemnification obligations under this section with regard to any Claim that is based upon (a) a modification of the Deliverables made by City (other than at Contractor's written direction); (b) use of the Deliverables in combination with products, data or business methods not provided by Contractor, if the infringement or misappropriation would not have occurred without the combined use; (c) use of any release of the Deliverables if, as of the date of a Claim or threatened Claim, the infringement or misappropriation would not have occurred through use of a more recent release of the Deliverables; (d) any use of the Deliverables by City other than for City's internal use; (e) use by City after notice by Contractor to discontinue use of all or a portion of the Deliverables.

B. General Indemnity. Subject to the laws of the State of Texas and without waiving any applicable immunity, each Party (the "Indemnifying Party") agrees to indemnify the other Party (the "Indemnified Party"), its officers, directors and employees from and against any and all third Party claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities to the extent resulting from the Indemnifying Party's gross negligence or willful misconduct arising from or related to the performance of the work pursuant to this Agreement. It is the intent of this Agreement that each Party to this contract shall bear the risk of and liability for its own actions arising from or related to the performance of the work pursuant to this Agreement. City shall continue to have any other remedies available at law, subject to the

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limits of liability set out herein.

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts listed. The insurance shall be written by a company licensed to do business in the State of Texas and which is rated at least A-:VIII by A.M. Best Company.

A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VIII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. Reserved.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor. City will inform Contractor of any changes in the insurance requirements and Contractor shall have thirty (30) days to either

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acquire the additional insurance or terminate the Contract for convenience.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. Reserved.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Exhibit D.

33. **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.

34. **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. 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.

35. **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.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims.

37. **MUTUAL CONFIDENTIALITY**: In order to provide the deliverables to the City, both parties may require access to certain of the other party's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business

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information, and other information which either party considers confidential) (collectively, "Confidential Information"). Both parties acknowledge and agree that the Confidential Information is the valuable property and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City, its licensors, and/or the Contractor. Both parties (including its employees, subcontractors, agents, or representatives) agree that they will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, or recreate the Confidential Information without the prior written consent of the disclosing party or in a manner not expressly permitted under this Agreement, 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 receiving party promptly notifies the disclosing party before disclosing such information so as to permit the disclosing party reasonable time to seek an appropriate protective order. Both parties agree to use protective measures no less stringent than each uses within their 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. Contractor acknowledges that the City of Denton must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code* in responding to any request for public information related to this Agreement and that this Article 37 is subject to such Public Information Act and other applicable public disclosure laws. This obligation supersedes any conflicting provisions of this Agreement. Any portions of such material claimed by 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*.

b. Exclusions. Confidential Information will not include information:

(i) which was in Receiving Party's possession without any obligation of confidentiality prior to the disclosure thereof by Disclosing Party to Receiving Party and was not acquired by Receiving Party directly or indirectly from Disclosing Party;

(ii) which is or later becomes a matter of public knowledge without any fault or negligence on the part of Receiving Party;

(iii) which Receiving Party receives without any obligation of confidentiality from a third Party who is rightfully in possession of such information;

(iv) which is developed by Receiving Party independently and without reference to any of the Confidential Information of Disclosing Party; or

(v) which Receiving Party is required by law to disclose.

Both parties acknowledge and agree that the Disclosing Party may be irreparably harmed by any violation of this Article 37, and that the use of the Confidential Information for any purpose other than that stated herein may, among other things, enable the Receiving Party or other third parties receiving such Confidential Information to compete unfairly with the Disclosing Party. Therefore, in the event of a breach or threatened breach, the Disclosing Party shall be entitled, in addition to all other rights and remedies available at law or in equity, to seek (a) an injunction restraining such breach; or (b) a decree for specific performance of the applicable provision of this Agreement. The Parties hereby agree that any disclosures required by the Texas Public Information Act or other public information law is not a breach of this Article 37.

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38. **OWNERSHIP AND USE OF DELIVERABLES**:

a. Use of Proprietary Skills, Tools, and Data. Each Party reserves the right to use, for any purpose, any programming tools, skills, and techniques previously acquired, developed or used in the performance of the Services described herein. Nothing in this Agreement shall be construed as restraining either Party, their employees, or agents in the use of the techniques and skills of computer programming and design which may be utilized or acquired in the course of performance of this Agreement.

b. License To Use. Contractor grants to City, subject to the terms of this Agreement, a personal, nontransferable, nonexclusive license to use and copy the Deliverables solely for City's internal business purposes. City shall include Contractor's copyright notice and any other legend of ownership on all copies of the Deliverables as such notice appears on the originals. The Services and Deliverables delivered hereunder are not "work for hire". With the exception of the portions of Deliverables that contain data (either spatial or non-spatial) relating to the land, facilities and customers of City, Contractor shall own all right, title, and interest to such Services and Deliverables.

c. Excluded Uses. City shall not make, sell, translate, export, license, sublicense, localize, use with any time-sharing or for service bureau arrangements, or transmit to any person outside of City's internal business organization the Deliverables.

d. Provision Against Derivation of Source Code. City shall not reverse engineer, decompile, disassemble or apply any process, technique, or procedure or make any attempt to ascertain or derive the source code of the core product used in conjunction with the Deliverables.

e. Retention of Patentable Rights. Any patentable or unpatentable discoveries, ideas, including methods, techniques, know-how, concepts, or products ("Invention"); or any works fixed in any medium of expression, including copyright and mask work rights ("Works of Authorship"); or any other intellectual property created by Contractor during the course of the Services and provision of Deliverables shall be the sole and exclusive property of Contractor. With respect to any Inventions of City relating to Contractor's software, City hereby grants and agrees to grant Contactor an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use. City agrees to disclose promptly to Contractor (i) each Invention relating to the Contractor software and made or conceived by City's Inventors during the term of this Agreement and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

f. Ownership. Except as set forth in Section a. above, no direct or indirect ownership interest or license rights in Inventions, Works of Authorship or other intellectual property including software or patents are granted or created by implication in this Agreement.

g. Performance of Similar Service. Contractor may perform the same or similar Services for others, including providing the same or similar conclusions and recommendations, provided that City's Confidential Information is not disclosed.

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39. **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.

40. **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 required by law.

41. **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.

42. **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.

43. **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 18-757 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.

44. **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 his designee under this agreement. The

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contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and ensure 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.

46. **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 express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. **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 shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **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. 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.

49. **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

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(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. 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 have the right to proceed directly to legal actions.

50. **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.

51. **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.

52. **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
Veterans Day
Thanksgiving
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 his authorized designee.

53. **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.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties

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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.

55. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on 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 RFQ.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable. 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.

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 Offeror 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

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delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. **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.

58. **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.

59. **PREVAILING WAGE RATES:** 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).

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent 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. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent 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 Respondent's omission or breach of this Section.

62. **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.

63. **RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any onsite activities pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any

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such damage within one (1) calendar day.

64. **FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent 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 Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent 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.

65. **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.

66. **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.

67. **RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents 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.

68. LIMITATION OF LIABILITY: CONTRACTOR'S LIABILITY, INCLUDING THE LIABILITY OF ANY SUBCONTRACTORS OR AFFILIATES, TO CITY IN CONTRACT TORT, STRICT LIABILITY OR OTHERWISE REGARDING THE SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, IS LIMITED TO THE TOTAL AMOUNT OF CONTRACT WHICH IS THE BASIS FOR THE LIABILITY. IN NO EVENT WILL CONTRACTOR, OR ANY SUBCONTRACTOR OR AFFILIATE, BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY HAVE ENTERED INTO THIS AGREEMENT, INCLUDING THE PRICES HEREIN, IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN CONTRACTOR AND CITY. IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIONS OF WARRANTY AND DAMAGES SET FORTH IN

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THIS AGREEMENT SHALL REMAIN IN EFFECT. THE LIMITATION OF LIABILITY STATED IN THIS ARTICLE SHALL NOT APPLY TO DAMAGES RESULTING FROM PERSONAL INJURY, DEATH OR PROPERTY DAMAGE TO TANGIBLE PHYSICAL PROPERTY WHICH RESULTS FROM CONTRACTOR'S OR ANY SUBCONTRACTOR'S OR AFFILIATE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

69. CHANGE ORDERS. City may at any time request additions, modifications or deletions to the SOW. If such changes cause an increase or decrease in the cost of, or time required for, performance of the Services, an equitable adjustment shall be made in the fixed fee, or in the absence of agreement to the amount of any fixed fee adjustment, on a time and materials basis using labor, material and travel rates established by the parties, and the Task Order/SOW shall be modified in writing accordingly, using the form provided in Attachment _<to be provided by Vendor>; provided, however, any such change orders shall not exceed a cumulative twenty-five percent (25%) of the contract price set forth in Exhibit F. Project members may discuss or make arrangements for changes in the SOW, but any verbal or written communication between or among City and Contractor project personnel shall not be construed as a modification to the conditions of the Agreement unless a formal modification is executed using the scope change order form provided.

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Exhibit C
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 as modified and mutually agreed upon, 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-:VIII or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal and shall be the responsibility of Contractor.
- General Liability and Automobile Liability shall 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.

- ***Cancellation: City requires 30 day written notice from the Contractor should any of the policies described on the certificate be cancelled or materially reduced 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,

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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:

- 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

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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**

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

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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

[X] **Cyber Liability**

Cyber Liability coverage provided protection for business liability for a data breach, cyber extortion, business interruption due to malicious cyber attacks or malware infections. A Cyber Liability policy will be required anytime a system interfaces with the City of Denton's servers or houses sensitive information such as customer or employee data. Limits of not less than $5,000,000 are required unless other limits are individually approved by the City.

[ ] **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.

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Exhibit D
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.

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EXHIBIT E - CONTRACTOR'S PROPOSAL

Scope of Work

Designer XI and SPIDAcalc Implementation

Prepared for:

Denton Municipal Electric

Proposal Date: 6/29/2022

2620 E. Prospect Rd., Suite 130
Fort Collins, CO 80525
Contact: Lisa Clark
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lisa.clark@se.com

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Schneider Electric Smart Grid Solutions, LLC is a wholly-owned direct subsidiary of Schneider Electric Holdings, Inc.

Schneider Electric Smart Grid Solutions, LLC maintains its headquarters at 2620 E. Prospect Rd., Suite 130; Fort Collins, CO 80525

DISCLAIMER: The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Vendor's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Vendor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Vendor's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for **excusable delay** not exposing the Vendor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

This offer is subject to the approval and/or issuance of any required licenses, authorization or approvals by any relevant government authority. If any required licenses, authorization or approval are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such license authorization or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the offer, Seller shall be excused from all obligation/s under this offer.

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Introduction

Schneider Electric is submitting this Statement of Work (SOW) for Denton Municipal Electric (DME) for the implementation of Designer XI. This document outlines the tasks and services required for the implementation of Schneider Electric's Designer XI, and SPIDAcalc.

Assumptions

- This scope of work is for the implementation of the OOTB (out-of-the-box) Designer XI (with integration to WMS and SPIDACalc) and SPIDAcalc.
- DME will make use of off-the-shelf components, where possible. This may require adopting new approaches to the way some functions are accomplished. The advantages of off-the-shelf components are that they are commercially available, used at many sites, reflect the input of that user community, and supported under the software maintenance agreement.
- DME will leverage a common data model and symbology for all commodities.
- The services provided in this scope will be completed through a combination of on-site and remote tasks.
- DME shall provide all required facilities and equipment for on-site meetings and is to ensure participation of proper representatives for scheduled project meetings and/or events.
- DME will have all necessary hardware, network equipment, and 3rd party software installed prior to the initiation of the project.
- DME and Schneider Electric each will provide a core team for the duration of this SOW. Each team also provides a project manager as the main point of contact and coordination for the respective team. Project flow of control, schedule and logistical planning will be made through each team's project manager. DME and Schneider Electric team members shall answer questions; provide information, decisions and deliverables promptly following agreed-to schedules and timelines.
- Schneider Electric will provide an OOTB Test Plan that will be used during Factory Acceptance Testing (FAT) and Acceptance Testing (Acceptance Testing). The plan will define the OOTB test scripts and steps to be performed during formal testing of the ArcFM solution suite.
- DME will provide Schneider Electric remote access to the system to assist in the implementation and troubleshooting of issues should they arise during implementation.
- Customization of the Schneider Electric Designer XI product, beyond the development of an integration to WMS and SPIDACalc, is not in Schneider Electric's scope.

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- This scope of work is for DME's electric network only.
- The client does not require SPIDA to research specific values either in, or missing from, the client file.
- SPIDA is not required to flag values or settings that deviate from industry norms, but SPIDA may communicate to the client any items or attributes that are a concern to SPIDA.
- Schneider Team shall employ their reasonable judgement and due diligence when reviewing materials furnished by the client, but the potential exists that SPIDA may overlook or suggest values that do
- Following the client's receipt of the specific SPIDA Deliverables, the City has a 10-business day period (the "Acceptance Period") to review the Client File. During the Acceptance Period, the client shall provide a written statement as to the deficiencies identified, if any. Schneider Team shall provide corrections or clarification to the reported deficiencies within 10-business days following notification by the client. If an updated Deliverable is supplied by SPIDA to the client, another Acceptance Period shall also be provided to the client. After Acceptance of the Deliverable by the client, or the Acceptance Period expires without comment from the client, the project will be closed, and further review of the Deliverable is considered out of scope.

Project Management

During the project, the Schneider Electric Project Manager will report to the DME Project Manager. Schneider Electric project management includes, where required:

- Manage the Schneider Electric portion of the project on a day-to-day basis
- Define and manage project constraints and schedule with DME's project manager
- Identify and manage the resolution of project issues, including the communication of Schneider Electric-identified issues to DME's project manager
- Identify and manage all change management related issues or items with the DME's project manager
- Conduct bi-weekly project conference calls or on-site meetings with DME to identify, assign responsibility, and resolve issues that may arise during the project. The conference call will also provide a mechanism for reviewing the overall status of the project. Meeting minutes will be distributed by Schneider Electric.
- Weekly summary report detailing the week's activities and upcoming tasks.
- Preparing monthly-weekly project reports that include:
    - A summary of the overall status of the project, percent complete, milestone list, etc.
    - A schedule update, and Schneider Electric's expectations for on-time project completion
    - A summary of completed tasks, percent completed per the schedule
    - A summary of tasks currently underway and a description of their status

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- Upcoming near-term tasks that need to “hit the radar screen”
- Issues requiring attention
- Open items not resolved from previous meeting
- Potential risks to the project and recommendations for resolution

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Proposed Services

1 Designer XI Implementation

1.1 Project Initiation

1.1.1 Project Kick-Off

Schneider Electric and DME will initiate the project with an on-site Project Kickoff meeting. During the meeting, the Schneider Electric and DME teams will review the drivers & goals of the project to confirm the objectives and ensure that both teams are working toward them together. Schneider Electric will review the scope of work and the project plan and discuss the requirements, tasks, deliverables, timeline, and DME responsibilities. The team will then cover the administrative framework for managing the project. Project controls such as communication protocols, business processes, and change control processes will also be defined during this task.

DME will assign key personnel to support the project as described in the assumptions and will ensure each is available and can provide necessary support at the required times over the course of the project. DME will ensure the individuals assigned possess the appropriate skills and are authorized to participate in decisions made over the course of the project.

The agenda for this meeting shall be as follows:

- Introduce Schneider Electric and DME team members
- Review the Scope of Work, project plan, and project activities
- Review deliverables
- Confirm the work schedule and project delivery approach (parallel tasks vs. serialized execution)
- Discuss and define all DME and Schneider Electric responsibilities required to complete the project
- Review change control, communication, and escalation protocols
- Identify project status reporting procedures and frequency
- Identify project risks and issues, and plan mitigation where appropriate.

Schneider Electric Deliverable(s):

- Lead the on-site Kick-Off Meeting

DME Responsibilities:

- Attendees are invited in advance and are present during the meeting
- Attendance of the DME Project Core Team
- Be prepared to assign project roles as noted above

Task Assumptions:

- This task will be completed on-site.

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1.1.2 Designer XI Core Team Training

This two (2)-business day course designed for the “Core Team” incorporates core concepts and functionality as they relate to the core team and their users. The "Core Team" consists of the utility staff members who will guide the Designer XI implementation project from the planning stages, through testing, to system rollout and beyond. This course introduces these decision-makers and GIS administrators to the concepts and capabilities of Designer XI including tools necessary to create construction sketches; sketching new features, marking features for removal, network trace tools, working with compatible units, generating construction maps, and advancing the design state. It is designed to launch critical discussions regarding which out-of-the-box functions and settings will best suit the utility.

Key Topics

- Forward Planning for the core team
- Designer XI Navigation
- Sketching Tools
- Removal Process
- Load Analysis
- CU Management
- Organizing with Work Locations
- Producing Construction Maps
- Data Modeling

Schneider Electric Deliverable(s):

- List of required software for core team training classes
- Hard-copy training manuals, sample data, and exercises
- On-site Designer XI Core Team training course for up to ten (10) members of the DME core team

DME Responsibilities:

- Ensure the appropriate participation from DME resources
- Provide the hardware and meeting space required for the workshop including training machines and overhead projector

Task Assumptions:

- The appropriate DME users responsible for configuring the software and participating in the Design Phase of the project will be present during this training

1.2 Analysis & Design

1.2.1 System Architecture Review

The Schneider Electric will Develop a system architecture design at DME by providing a System Architecture Design Workshop and Design Document.

Schneider Electric will travel to DME offices for up to three (3)-business days to validate requirements, lead discussions, and evaluate design alternatives for the ArcFM XI

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System Implementation. The purpose of the engagement is to determine a system architecture specific to DME's needs and business drivers identified during this activity.

A system architecture design consultant will lead the on-site sessions with active participation by appropriate DME GIS, IT, operations, and business representatives. To help prepare for and facilitate the activity, the Schneider Electric team will provide preparatory materials prior to arriving on-site.

The Schneider Electric team envisions that the following topics will be covered during the on-site engagement:

- Architecture Vision
- Client and server platforms for DXI
- Data Storage & Capacity
- Network capacity, and constituent domains
- System Integration Considerations for DXI
- Deployment Strategies for DXI
- High availability
- Failover
- Supported Development platforms
- Deployment Environment Details
- Anticipated user and system loads for DXI
- Disaster Recovery

Discussions will assist Schneider Electric in identifying system architecture and configuration opportunities, while considering technical inputs including non-functional requirements, constraints, standards, and policies. Upon completion of the System Architecture Review Session, Schneider Electric will prepare a draft system architecture design report and deliver it to DME for review. This task will be conducted remotely from Schneider Electric offices. DME will review and approve the document with five (5)-business days.

Schneider Electric Deliverable(s):

- System Architecture Design Workshop Agenda
- Conduct the on-site System Architecture Review Workshop at DME facilities
- Draft and Final System Architecture Design Document
- Final System Architecture Design Document

DME Responsibilities:

- Identify and schedule the appropriate DME staff to attend the workshop
- Have appropriate DME staff review the System Architecture Design wiki available at the following URL in preparation for the design review: http://www.esri.com/systemdesign
- Provide a conference room equipped with a projector. This conference room should be large enough to host the meeting activities
- Provide a designated point of contact on the DME project team to address follow-up questions as required by Schneider Electric
- Review the Draft System Architecture Document and provide Schneider Electric with reviewed, approved, consolidated written comments within five (5)-business days of receipt

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Task Assumptions:

- Schneider Electric anticipates DME would require workshop participation from key-decision makers from the DME IT organization responsible for maintaining and implementing the solution.

1.2.2 Integration Design

Schneider Electric will lead remote WMS Integration Design sessions with DME. During the design sessions, Schneider Electric will work with DME to review the requirements for interfaces between Designer and Maximo.

Schneider Electric will define the design behavior, data exchange patterns and integration mechanisms. DME will support the requirements gathering for the interface and to define what and how information can be provided or received between the two systems. The workshop session will be used to define the conceptual design of the agreed upon system interface and to finalize the respective parties' system interface development and testing schedules. DME is responsible for providing the required technical representation for the integration defined above.

Following the integration design session, Schneider Electric will draft the Designer System Integration requirements in the form of an Integration Requirements Specification Document. This document will cover the integration requirements, expected behaviors, workflows, and components necessary for the implementation of the Designer XI System.

A draft version of the specification will be provided to DME for review. DME will have up to five (5)-business days to review and approve the document.

Schneider Electric Deliverable(s):

- Lead the remote Integration Design Sessions
- Draft and final Integration Requirements Specification
- Lead conference call reviewing DME comments on the draft document

DME Responsibilities:

- Ensure the appropriate DME and integration technical personnel are present during the onsite sessions
- Review and comment on the draft document within five (5)-business days.
- Ensure that the appropriate DME and integration technical personnel are invited and attend the document comment review conference call.

1.2.3 Integration Design

Schneider Electric will lead remote SPIDACalc Integration Design sessions with DME. During the design sessions, Schneider Electric will work with DME to review the requirements for interfaces between Designer XI and SPIDACalc.

Schneider Electric will define the design behavior, data exchange patterns and integration mechanisms. DME will support the requirements gathering for the interface and to define what and how information can be provided or received between the two systems. The workshop session will be used to define the conceptual design of the

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agreed upon system interface and to finalize the respective parties' system interface development and testing schedules. DME is responsible for providing the required technical representation for the integration defined above.

Following the integration design session, Schneider Electric will draft the Designer System Integration requirements in the form of an Integration Requirements Specification Document. This document will cover the integration requirements, expected behaviors, workflows, and components necessary for the implementation of the Designer XI System.

A draft version of the specification will be provided to DME for review. DME will have up to five (5)-business days to review and approve the document.

Schneider Electric Deliverable(s):

- Lead the remote Integration Design Session
- Draft and final Integration Requirements Specification
- Lead conference call reviewing DME comments on the draft document

DME Responsibilities:

- Ensure the appropriate DME and integration technical personnel are present during the onsite sessions
- Review and comment on the draft document within five (5)-business days.
- Ensure that the appropriate DME and integration technical personnel are invited and attend the document comment review conference call.

1.2.4 Business Process & Design Lifecycle Review

Schneider Electric will host a series of on-site workshops over a two-week period to define the DME Business Process and Design Lifecycle requirements. The following workshops will be completed during this task:

- Week 1 - DME Electric Business Process & Design Lifecycle Review
- Week 2 - Configuration Analysis Workshop

The following workshop will be completed during the same onsite visit.

Business Process & Design Lifecycle Review: Schneider Electric will lead a four (4)-business day on-site workshops to define the DME Electric Business Process and Design Lifecycles. The workshops topics and discussions will ensure that all parties understand the workflow proposed and how it will meet the business needs of DME.

The following items will be defined during the workshops:

- Options and best practices, resulting in a proposed design workflow.
- DME processes and practices.
- Fitting Designer XI into an adjusted process.
- DME Job Types
- At what point, or points, in the design life-cycle the Designer features are moved from the design feature classes to the as-built feature classes

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- What processes are run to indicate that a portion of a job has been constructed and should be completed, while other sections of the job are still under construction or in a planned state
- What approval steps are required and how people are notified that they have jobs in their queue awaiting approval.

DME Configuration Analysis: Schneider Electric will lead on-site workshop for up to four (4)-business days that will focus on the configuration of the Schneider Electric Designer XI solution software. The workshop will focus on the DME enterprise level configuration requirements and how to define and configure the tools, along with core ArcFM configuration requirements.

Once the workshops are completed, Schneider Electric will create a Workflow Definition and Configuration Design Document that summarizes the results of the workshops, details the work performed in each step of the business process, and defines the workflow that will be configured to include the Roles, States, Transitions, and subtasks associated with each task and nodes. The document will also outline the steps necessary to upgrade Geodatabase to support Designer.

Schneider Electric will provide it to DME for review. DME will have up to five (5)-business days to review and provide written comments back to Schneider Electric. Schneider Electric will lead a conference call to discuss DME comments, and based upon the results of the call, will update the document with mutually agreed upon comments. A final version will be delivered to DME for final acceptance.

Schneider Electric Deliverable(s):

- Lead the defined workshops
- Draft Designer XI Workflow Definition & Configuration Design Document
- Lead conference call reviewing DME comments on the draft document
- Final Workflow Definition & Configuration Design Document that incorporated mutually agreed upon changes.

DME Responsibilities:

- Review and comment on the draft document with five (5)-business days
- Ensure that the appropriate DME personnel are invited and attend the document comment review conference call.
- Formal approval of the Workflow Definition and Configuration Design Document

1.2.5 Compatible Unit Library & Specification ID Mapping

Schneider Electric will lead an up to five (5)-business day on-site workshop to discuss the end-to-end considerations for building the CU Libraries and defining the Specification ID Mapping necessary for the implementation of the Designer XI system for electric.

This discussion must consider the numerous details of the CUs themselves (beyond the basic CU-to-Stock Items list), the job “metadata” (indicating ‘rocky soil’ at a Work Location, for instance), and the interpretation of Work Functions (e.g., Install, Remove) by Designer for the cost/inventory estimation process. The purpose is to set DME firmly on the path to building the CU Libraries, with some Schneider Electric assistance.

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Upon completion of the workshop, Schneider Electric will draft a CU & Specification ID Mapping Design Document. Schneider Electric will provide it to DME for review. DME will have up to five (5)-business days to review and provide written comments back to Schneider Electric. Schneider Electric will lead a conference call to discuss DME comments, and based upon the results of the call, will update the document with mutually agreed upon comments. A final version will be delivered to DME for final acceptance.

Schneider Electric Deliverable(s):

- Lead the defined workshop
- Draft CU & Specifications ID Design Document
- Lead conference call reviewing DME comments on the draft document
- Final Specifications ID Design Document that incorporated mutually agreed upon changes.

DME Responsibilities:

- Review and comment on the draft document with five (5)-business days
- Ensure that the appropriate DME personnel are invited and attend the document comment review conference call.
- Formal approval of the CU & Specifications ID Design Document

Task Assumptions:

- DME has an established or will provide a comprehensive CU library for use with Designer XI.
- Schneider Electric anticipates DME would require workshop participation form key decision makers familiar with the Design Engineering and processes for CU's, design tasks, and materials management.
-

1.3 Build - Development

1.3.1 Prepare Schneider Electric Development Environment

Schneider Electric will establish a development environment in the Schneider Electric Offices in Ft. Collins, CO. This environment will be used to implement the Designer XI solution, Develop and test the data model, database schema, integrations and components approved for this scope of work.

The following tasks will be completed during this process:

- Create and Load Development Database
- Configure Designer XI
- Configure Server, Portal, Sync Services, and Auth0 (authentication mode 3rd party)(print, map layout, annotations)
- Implement Data Model Changes
- Specification ID Population Script Development
- Favorites Mapping (export of existing favorites)
- Populate CU/Spec ID Library

Schneider Electric Deliverable(s):

- Implement the Schneider Electric development environment as defined above

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DME Responsibilities:

- None

1.3.2 Integrations Build

The following integrations are included in this task:

- WMS
- SPIDACalc

Based on the approved Integration Requirements approved in Task 1.2.2, Schneider Electric will document the design of each integration components in the form of a component specification document. Schneider Electric will review the specification internally to ensure it uses the best approach and that all portions of the design have received adequate emphasis. This review will also ensure the design addresses all the approved requirements.

DME will have up to five (5)-business days to review and approve the component specification document. Once both parties agree upon the functional requirements and the component specifications, the code development effort will begin.

During this task, Schneider Electric will host a four (4) hour WebEx-based Prototype Review for each developed component to ensure that DME is satisfied with the design and application of the approved requirements. Schneider Electric anticipates that no major changes will be required because of the prototype review sessions.

Schneider Electric will then finalize integration development, unit test, and develop the installation and configuration guides for the integration.

Schneider Electric Deliverable(s):

- Draft and final copies of the Component Specification document
- Hosted WebEx conference call prototype review for the integrations and components
- Development and unit testing of the integration and components
- Installation and configuration guides

DME Responsibilities:

- Coordination of attendees for the Prototype Review to ensure required representation
- Approve the component specifications and development prototypes

1.4 Test and Acceptance Planning

Schneider Electric will Develop a Test and Acceptance Plan (T&AP) with DME that incorporates the OOTB functionality of the Designer XI solution. The T&AP will provide an overall framework for Factory, Site and User Acceptance Testing detailing the testing environments, the testing process, the required support for each phase of the testing, test scenarios, and definition of how the acceptance criteria to move the system to the next step in the testing process. The T&AP will be used to define acceptance of the system.

Schneider Electric will Develop the out-of-the-box initial draft of T&AP based on the requirements & acceptance criteria specified in the solution design documentation

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completed in this scope of work. The draft plan will be provided to DME for review and comment.

DME is responsible for Developing the associated test cases/scripts that will be executed as part of the Test and Acceptance Plan. DME will create Workflow-based test scenarios to perform acceptance testing that will be inserted into the test scenario placeholders. A draft of the DME test scripts will be provided to Schneider Electric for review. Schneider Electric will have five (5)-business days to review the test scripts and provide feedback to DME.

The DME team will perform a review and suggest changes to the Draft T&AP. The Schneider Electric Team then will update the Draft T&AP based upon mutually agreed upon comments and suggestions provided by the DME team. Both groups then approve the final T&AP.

DME is responsible for providing written acceptance of the final Test and Acceptance Plan document within three (3)-business days or less of receipt. Test and Acceptance Plan approval must occur ten (10) days prior to the start of the testing phase. Testing cannot commence unless Schneider Electric, PE and DME have approved the plan

Schneider Electric Deliverable(s):

- Create a draft version of the Test and Acceptance Plan that incorporates the Schneider Electric standard baseline functionality testing plans for the Designer XI
- Lead a review of DME comments on the document
- Review DME test cases/scripts as defined
- Apply mutually agreed upon changes to the final version of the document

DME Responsibilities:

- Review and comment on the draft Test and Acceptance Plan document with five (5)-business days.
- Ensure that the appropriate DME personnel are invited and attend the Test and Acceptance Plan comment review conference call
- Develop test scenarios/scripts as defined above
- Final approval/sign-off of the Test and Acceptance Plan

Task Assumptions:

- The test and acceptance plan must be approved no later than ten (10)-business days prior to the start of Factory Acceptance Testing.

1.5 Installation and Configuration of the DME TEST Environment

This task will be completed remotely by a Schneider Electric technical resource.

Schneider Electric will implement the following applications with the DME TEST Environment:

- Configure Core Designer Electric Geodatabase
- Configure Feature Services for Designer
- Configure Designer Network and Design Storage Services
- Install/Configure Portal for ArcGIS
- Install/Configure ArcFM Sync Services

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- Install/Configure Designer

DME will provide all hardware required for the implementation of the TEST environment. DME will ensure all necessary hardware and software are installed and configured prior to the start of the Schneider Electric task. DME is responsible for resolving all hardware and third-party software related issues.

Schneider Electric Deliverables:

- Remote installation and configuration of solutions defined above in a single TEST environment
- Validate and confirm the solution implementation and configuration tasks are complete

DME Responsibilities:

- Provide the hardware required for the software installation with compatible OS and network connectivity for the TEST systems
- Provide the licensed media for the DME, server and Schneider Electric software
- Provide all required VPN access to complete the installation and testing of the core components
- Provide necessary personnel to be on hand for the installation and migration tasks

1.6 Testing

1.6.1 Factory Acceptance Testing (FAT)

This is a Schneider Electric Task.

Schneider Electric will conduct a remote Factory Acceptance Testing (FAT). Testing will include the implemented solutions. FAT will be completed based on the approved Test Plan from Task 1.3.2. FAT will be completed based on the approved T&AP.

The Schneider Electric team will fix all Severity 1 (S1) and Severity 2 (S2) defects, as required, and update the Designer XI solution software as necessary. If no issues are identified based on compliance with the T&AP, FAT will be considered complete.

Schneider Electric Deliverables:

- Remote Factory Acceptance Testing
- FAT Defect report
- Defect resolution report

DME Responsibilities:

- TEST environment support as required (IT and/or business)
- Ensure the appropriate integrations are available for testing
- Remote availability for regression testing of resolved FAT defects

1.6.2 System Acceptance Testing (SAT)

DME shall perform System Acceptance Testing for the Designer XI Solution software implemented in this project, using the approved T&AP from Task 1.3.2.

DME team members shall record any issues discovered during testing in the issue tracking system. Schneider Electric will provide a resolution for all discrepancies and will

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resolve all Critical or High issues before completion of user acceptance testing and provide installers should the resolution require a new installer to be created.

When DME finds a discrepancy, they will first attempt to validate the discrepancy by reproducing the discrepancy, where possible, before reporting it to Schneider Electric. Schneider Electric will work to validate the discrepancy. If Schneider Electric can validate the discrepancy, it will be recorded as a defect and classified as one of four defect priority levels (reference the descriptions in the table below).

If Schneider Electric cannot validate the discrepancy, Schneider Electric will ask DME testing team to either provide more information or to demonstrate how and where the discrepancy occurs. Based on this information, Schneider Electric will work further to identify the source of the discrepancy. Schneider Electric may determine that the discrepancy is not a custom component or application problem but instead a problem with non-application software, the network, an operator's use of the system, or a misunderstanding about how the system's business rules work.

If Schneider Electric cannot replicate a reported discrepancy, or if DME testing team cannot demonstrate it, or if it is determined by Schneider Electric that the discrepancy has another cause not related to the Schneider Electric scope of work, then Schneider Electric will notify DME testing team that the problem is not a software defect and identify the cause of the defect. If appropriate, Schneider Electric will recommend an action to take, or an acceptable workaround.

Severity	Description
S1 Critical	A Severity 1 defect means that the application or process does not work as defined in the approved Design Document and the application or process is stopped with no work around. The defect(s) may affect multiple users on frequently used functions.
S2 High	A Severity 2 defect is less severe than a Severity 1 defect, but is the result of a significant problem(s). The defect severely impairs the process and reduces user productivity. No work around has been identified by Schneider Electric. It could be a major problem, which affects a limited number of users or affects functionality not needed daily.
S3 Medium	A Severity 3 defects means that the process has been impaired but has a Schneider Electric recommended work around. The user can function near the expected productivity level. Internal geodatabase structures are accurate and maintain their integrity.
S4 Low	A Severity 4 defect does not have a significant impact on the process and reflects a minor problem(s).

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During SAT, Schneider Electric will fix all Severity 1 (S1) and Severity 2 (S2) defects as required and issue new releases to DME. If no issues are identified based on compliance with the accepted Test and Acceptance plan criteria, SAT will be considered complete and DME will be responsible for providing written acceptance of the delivered applications. SAT must be approved prior to Cut-Over and Go-Live activities.

Schneider Electric's support during Site Acceptance Testing is as follows:

- Travel onsite for one (1) five (5)-business day round of DME SAT
- Provide up to five (5)-business days of remote issues resolution and regression testing support for the Designer XI Core solution.

Schneider Electric Deliverable(s):

- Provide SAT support as defined above
- Provide issue resolution and regression testing support as defined
- Resolve Severity 1 (S1) and Severity 2 (S2) defects

DME Responsibilities:

- Perform SAT
- If required, provide remote access to the testing environment for Schneider Electric technical personnel
- Provide final acceptance of the solution prior to Cut-Over or Go-Live activities

Task Assumptions:

- Round 2 of SAT and the Issue Resolution and Regression Testing tasks are Optional and must be approved in a change order to be included in project scope.

1.7 Training

1.7.1 Working with Designer XI

This two (2)-business day onsite course incorporates core concepts and functionality as they relate to our utility users. Designer XI training provides the foundation needed to effectively use the utility-based software. Class participants learn how to maintain and review facility data and to use the software's full functionality.

Participants will be familiarized with the tools available to DME, and the course will include a series of progressive lectures, demonstrations, hands-on exercises, and processed-based work scenarios. By the end of the course, participants will understand the basic functions of the application and how it can be used.

Included in this course:

- Designer XI Navigation
- Sketching Tools
- Removal Process
- Load Analysis
- CU Management
- Organizing with Work Locations
- Producing Construction Maps

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- Data Modeling
- Figuring it out: Theme-specific exercises

It is expected that the training will take place in DME facilities and that all necessary training equipment and software for the trainees will be provided by DME

Schneider Electric Deliverable(s):
- Provide onsite Working with Designer XI training course for up to 10-attendees
- Provide hard and soft copies of training manuals

DME Responsibilities:
- Provide the hardware and meeting space required for the training sessions including training machines and overhead projector
- Have appropriate software installed on training computers

Task Assumptions:
- DME will host all training activities and provide all system administration to prepare the training facilities

1.8 Go-Live

This milestone task identifies when DME end-users begin performing edits using the Schneider Electric Designer XI solution in the DME Production Environment. Acceptance Testing must be completed and approved prior to the start of this project phase and production support activity.

1.8.1 Production Migration

Schneider Electric will provide up to five (5)-business days of on-site support for the migration of the ArcFM solutions, integrations, and components from the DME TEST Environment to the Production Environment. Schneider Electric's on-site support includes validation that the implemented solutions configuration and migration has been completed successfully.

DME will provide all hardware required for the setup of the PROD environment. DME will ensure all necessary hardware and software are installed and configured prior to the start of the Schneider Electric task. DME is responsible for resolving all hardware and third-party software related issues.

Schneider Electric Deliverables:
- Provide up to five (5)-business days of on-site support for the migration of the Schneider Electric solutions to a Production System at DME

DME Responsibilities:
- Migrate the TEST environment applications to the DME PROD environment
- Provide the hardware required for the software installation with compatible OS and network connectivity
- Provide the licensed media for the DME, server and Schneider Electric software
- Provide all required access to complete the installation and testing of the core components
- Provide necessary personnel to be on hand for the installations

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1.8.2 Post Go-Live Production Support

Schneider Electric will provide up to three (3)-business days of on-site support post roll-out of the DME PROD system. A Schneider Electric technical expert will be available to support any questions or issues that arise regarding the configuration or use of the Schneider Electric solution software, Developed integrations and components.

DME is responsible for resolving all hardware and third-party software related issues.

Schneider Electric Deliverables:

- Provide on-site technical support for the Production Environment post roll-out as defined above

DME Responsibilities:

- Provide necessary personnel to be on hand for configuration support or trouble-shooting
- Resolve all hardware and third-party software related issues
- Provide all required access to complete the installation and testing of the core components
- Provide necessary personnel to be on hand for the installations

1.8.3 Remote Production Support

Schneider Electric will provide up to 20-hours of remote technical support for the roll-out of the production system over a two (2)-week period following PROD migration and on-site post roll-out support. A Schneider Electric technical expert will be available to support any questions or issues that arise regarding the configuration or use of the Schneider Electric solutions, Developed integrations and components.

Upon completion of this task, DME will be transitioned to the Schneider Electric Technical Support Team.

Schneider Electric Deliverables:

- Provide remote technical support for the Production Environment up to 20-hours over a two (4)-week period

DME Responsibilities:

- Provide necessary personnel to be on hand for configuration support or trouble-shooting
- Resolve all hardware and third-party software related issues

2 SPIDAcalc Implementation

2.1 Design Sessions

The Schneider Team will participate in two (2) days of onsite design sessions to ensure all processes, workflows and systems integrate properly and efficiently with SPIDAcalc. Upon completion of the Design Sessions, the Schneider Team will create and deliver documentation as requested denoting expected business process and supported use cases as it pertains to the configured SPIDAcalc implementation. Functionality or requested behavior that cannot be satisfied with configuration shall be identified in the documentation as out of scope. Design Sessions shall be scheduled later following award of work.

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2.2 SpidaCALC Client File Configuration

SPIDAcalc Structure Analysis software utilizes user-configured libraries of material and engineering data to populate selection lists within the software application. This library is referred to as a "client file" and is managed by the customer using the SPIDA Client Editor.

All client file configurations shall begin with a welcome email from the SPIDA Customer Care team member completing the Expert Service work. This email details the client-furnished materials needed to begin configuration.

The client shall provide SPIDA with requested materials within two weeks. Once these materials have been received and reviewed, Schneider Team shall schedule a kick-off call within one week to review the provided documentation, ask and answer any questions, and establish a delivery date.

The Schneider Team will configure a SPIDAcalc Client File utilizing customer-furnished specifications. This service does not include customization of SPIDAcalc software features, functionality, and reporting. Specifically, SPIDA will configure and populate the values contained in the following sections of the client file:

- **Structures**: This section contains the material and their associated values for Poles, Wires, Equipment, Anchors, Crossarms, Insulators, Sidewalk Struts, and Pole Foundations.
- **Assemblies**: This section contains utility Framings (pole-head diagrams) and Support (guying/anchoring) assemblies including Poles, Wires, Equipment, Anchors, and Guys.
- **Analysis**: SPIDA will configure and provide the initial set of Load Cases that are required by the client including NESC, CSA, and/or GO95 load case types.

All material and analysis specifications shall be provided by the client. At the client's discretion and direction only, in the absence of available specifications, the Schneider Team may suggest alternate attribution, if known, within expected industry parameters.

As a guideline, client file configurations are estimated to take 8 to 10 weeks to complete. All timeframes are dependent on client responsiveness.

- Schneider Team shall review client-furnished materials, including a digital overhead specification book, a materials list for overhead assemblies, wire sag and tension charts, and a list of company names that either share ownership with the client or attach to client poles.
  - Schneider Team shall review material provided by the client for thoroughness and completeness.
  - Schneider Team shall identify, document, and request from the client any missing or incomplete information that is required for the client file configuration. Client shall furnish all information within a reasonable timeframe.
  - Schneider Team shall identify, document, and furnish a list of questions to the

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client for items that need clarification. Client shall furnish responses to all questions within a reasonable timeframe.
    - For missing items and/or items with incomplete data, under client instruction, SPIDA will provide and document client file data obtained from an alternate source.
    - Schneider Team shall provide suggestions, as opportunity arises and where possible, on best practices and common values used by others in the industry.
- Schneider Team shall configure the following using the furnished materials:
    - On the SPIDA Client Editor Structures tab, Schneider Team shall add and populate entries as needed on the Poles, Wires, Bundle Components, Equipment, Anchors, Crossarms, Insulators, Sidewalk Braces, and Pole Foundations sub-tabs.
    - On the Assemblies sub-tab, Schneider Team shall add and populate entries as needed for Framing and Support assemblies.
    - On the Analysis tab, Schneider Team shall add and configure Load and Strength cases, including a designation of which cases shall be applied by default when new SPIDAcalc projects are created by the client.
    - On the Presets tab, Schneider Team shall add Utility and Communication facility owners on the Owners subtab, including a designation which Owner to use by default.
    - All remaining tabs and subtabs (Forms, Reports, Presets, Rendering) shall not be populated by SPIDA.

Schneider Team Deliverable:
- A SPIDAcalc Client File containing the information furnished and/or accepted by the client.
- Documentation as to SPIDA's review of client materials and completion of the client file.

DME Responsibilities:
- Provide review and acceptance of the delivered Client File

2.3 SPIDA Consulting Services

Schneider Team shall provide up to 20 hours of additional consulting services remotely. Services may include additional calls, meetings, project management, quality control and testing, and project post-production stabilization.

Schneider Team Deliverable:
- Up to 20 hours of additional remote consulting services

DME Responsibilities:
- Provide necessary personnel to be on hand for configuration support or trouble-shooting
- Resolve all hardware and third-party software related issues

2.4 SPIDAcalc Onsite Training

Schneider Team shall furnish three (3) days of onsite, instructor-led training for the Client at their facilities. While twelve (12) people per class is preferred, the client may select up to a maximum of fifteen (15) individuals to participate in each training session.

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Each training session shall be one (1) day in duration for a total of three (3) training sessions and shall be conducted within a one (1) week span. The date and location of the training shall be determined at a future time and coordinated between the parties.

For each session, Schneider Team shall furnish an instructor and printed training manuals for up to 15 participants, plus 2 additional manuals. The training sessions shall be performed using standard SPIDAcalc training materials. Customized training materials based on the Client's SPIDAcalc client file and specific use cases can be developed but is not included in this scope of work. A quote for custom training materials can be provided upon request. All other training needs will be furnished by the Client including training facilities, internet access, computers for each participant, and the installation of SPIDAcalc on training computers.

Training sessions will provide the participants with a solid understanding of SPIDAcalc structure analysis software. Additionally, the training class prepares participants to use SPIDAcalc in their daily jobs through hands-on exposure to the software and various use case exercises.

The training curriculum is divided into a series of hands-on training modules that guide participants through the software. Each module focuses on a certain aspect or use case associated with the software. Each module provides specific instruction and best practices related to the module topic.

Schneider Electric Deliverable(s):

- Provide onsite SPIDAcalc training course for up to 12-attendees as described above
- Provide hard and soft copies of training manuals

DME Responsibilities:

- Provide the hardware and meeting space required for the training sessions including training machines and overhead projector
- Have appropriate software installed on training computers

Task Assumptions:

- DME will host all training activities and provide all system administration to prepare the training facilities

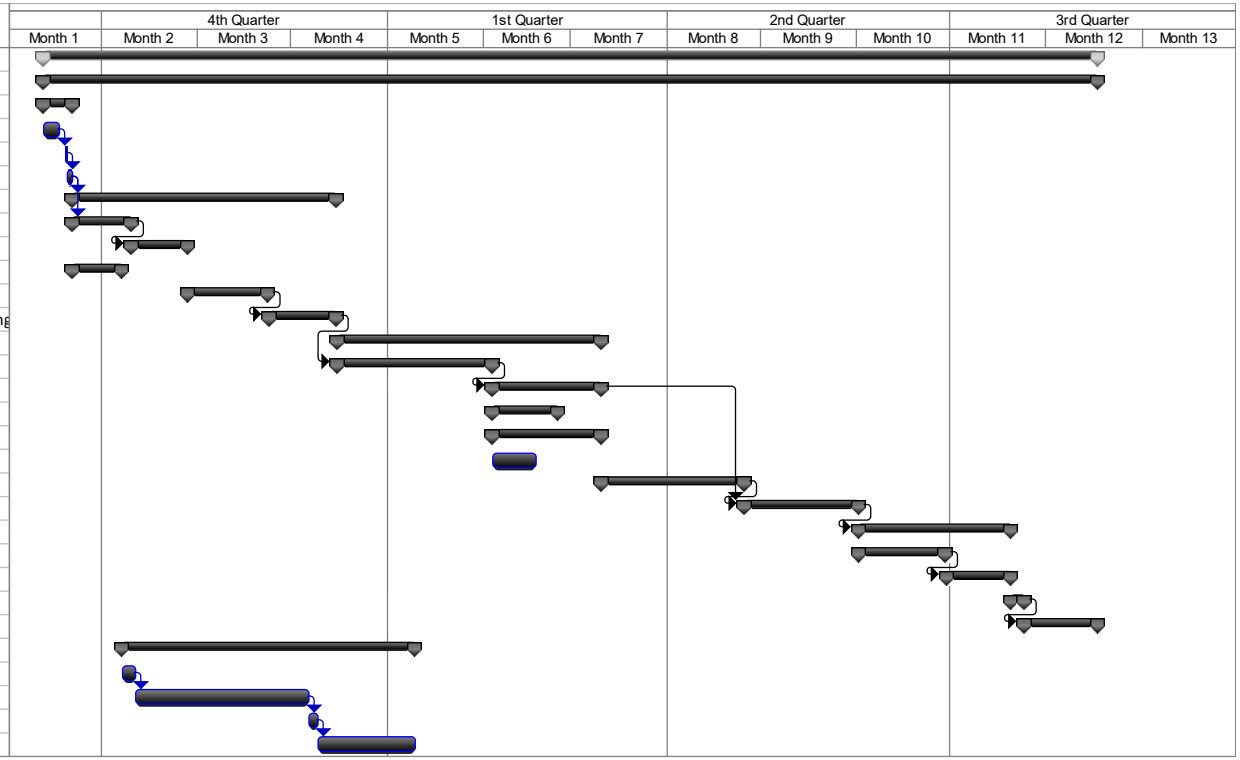
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Project Schedule

Project timelines shown below are tentative. Detailed project schedule and dates will be determined following contract signing and will depend on resource availability.

ID	Task Name
0	**Denton_DXI 20220629**
1	**1 DXI Implementation**
2	**1.1 Project Initiation**
3	1.1.1 Project Planning
4	1.1.2 Project Kick-Off Meeting
5	1.1.3 Designer XI Core Team Training
6	**1.2 Analysis & Design**
7	**1.2.1 System Architecture Review**
12	1.2.2 Maximo Integration Design
17	**1.2.3 SpidaCALC Integration Design**
22	1.2.4 Business Process & Design Lifecycle Review
28	1.2.5 Data Prep/CU Library & Specification ID Mapping
34	**1.3 Development**
35	**1.3.1 Prepare FTC Development Environment**
43	**1.3.2 Build Integration**
44	1.3.2.1 Component Specifications
48	1.3.2.2 Build Integration
52	1.3.2.3 Installation & Configuration Guides
53	**1.4 Test and Acceptance Planning**
59	**1.5 Installation & Configuration of Denton TEST ENV**
68	**1.6 Testing**
69	**1.6.1 Factory Acceptance Testing (FAT)**
73	**1.6.2 System Acceptance Testing (SAT/UAT)**
77	**1.7 Training**
79	**1.8 Go-Live - Production Migration**
83	**2 SPIDACalc**
84	2.1 Design Sessions
85	2.2 Client File Configuration
86	2.3 Onsite Training
87	2.4 Optional - Consulting



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Services Pricing

Date: 29-Jun-22
Quote Number: 2022-2827
Receiving Party: City of Denton
We are pleased to submit the following Budgetary Estimate Quote for:
Designer XI Implementation

PROPOSED SERVICES

MP#	TASK ID	TASK DESCRIPTION	% OF TOTAL	COST
1	1.1	Project Initiation	3%	$20,360.00
2	1.2.1-1.2.3	System Architecture Review, Maximo Integration Design, SPIDACalc Integration	11%	$67,740.00
3	1.2.4	Business Process & Design Lifecycle	6%	$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	$70,520.00
6	1.3.2	Build Integration	18%	$104,630.00
7	1.4	Test and Acceptance Planning	3%	$18,080.00
8	1.5	Installation & Configuration of Denton	11%	$66,610.00
9	1.6.1	Factory Acceptance Testing (FAT)	6%	$37,640.00
10	1.6.2	System Acceptance Testing (SAT/UAT)	6%	$37,040.00
11	1.7	Training	2%	$14,450.00
12	1.8	Go-Live - Production Migration	5%	$30,800.00
13	2.1	SPIDA Design Sessions	3%	$16,330.00
14	2.2	SPIDA Client File Configuration	5%	$27,050.00
15	2.3	SPIDA Onsite Training	3%	$15,070.00
16	2.4	SPIDA Consulting	1%	$4,750.00
		TOTAL SERVICES COSTS:		**$589,850.00**

Quote is valid for: **90 days**

Quote is inclusive of all travel and living expenses for on-site work.

This quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

Estimate does not include the cost of any third party software required to perform the services.

The pricing contained in this quotation is based upon Schneider Electric Smart Grid Solutions LLC's standard terms and conditions and Schneider Electric Smart Grid Solutions LLC's experience with similar projects. The schedule and price are subject to change based upon the terms and conditions in the final agreement.

Quote Provided by: L Frank

Purchase Orders should be directed to: **Schneider Electric Smart Grid Solutions, LLC**
Attn: Teri Gross
teri.gross@se.com
2620 E. Prospect Rd., Suite 130
Fort Collins, CO 80525

DocuSign Envelope ID: 30833DAC-B3CE-4F9C-9B0A-9A0C0443AB4C

Exhibit F
Contractor's Milestone Acceptance Form

Milestone Acceptance Form (MAF)

Project Code – Agreement	**Date Milestone Completed**	**Date MAF Submitted**
Milestone/Task Order Number, and Description		
Value		
Total Value:		

Upon signature of this document Client hereby accepts the milestone set forth above. Schneider Electric shall invoice Client for the total value of the above referenced milestone in accordance with the terms and conditions of the Agreement.

Accepted and Agreed:

Schneider Electric Smart Grid Solutions, LLC:

Signature: _____

Printed Name: _____

Title: Project Manager

Date: _____

Customer Name:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SE Smart Grid Solutions Use Only	
DATE INVOICED	INVOICE NUMBER

DocuSign Envelope ID: 30833DAC-B3CE-4F9C-9B0A-9A0C0443AB4C

EXHIBIT G

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.**

SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, 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 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 DocuSigned by:
Drew Ditter
04CEFA4FC4AD4C6...
Signature of vendor doing business with the governmental entity

11/18/2022
Date

DocuSign Envelope ID: 30833DAC-B3CE-4F9C-9B0A-9A0C0443AB4C

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.

DocuSign

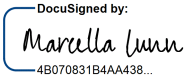
Certificate Of Completion

Envelope Id: 30833DACB3CE4F9C9B0A9A0C0443AB4C
Status: Completed
Subject: Please DocuSign: City Council Contract 7817 - Workflow Design System - Designer
Source Envelope:
Document Pages: 59
Signatures: 6
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
11/14/2022 1:31:13 PM
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: 11/17/2022 4:58:35 PM Viewed: 11/17/2022 4:58:46 PM Signed: 11/17/2022 4:58:51 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: 198.49.140.104	Sent: 11/17/2022 4:58:55 PM Viewed: 11/18/2022 7:40:16 AM Signed: 11/18/2022 7:41:03 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	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/18/2022 7:41:10 AM Viewed: 11/18/2022 4:12:08 PM Signed: 11/18/2022 4:15:39 PM
Drew Ditter drew.ditter@se.com Global Operations Director Schneider Electric Smart Grid Solutions, LLC. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/18/2022 5:01:21 PM ID: e143adc2-4827-46d2-9e02-0a304f26f7e5	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.10.81	Sent: 11/18/2022 4:15:44 PM Viewed: 11/18/2022 5:01:21 PM Signed: 11/18/2022 5:07:05 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/18/2022 6:01:53 PM ID: 6918f275-54ba-4ecc-85e7-5473dd2d2f8b	DocuSigned by: Antonio Puente, Jr. E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 174.197.70.109 Signed using mobile	Sent: 11/18/2022 5:07:11 PM Viewed: 11/18/2022 6:01:53 PM Signed: 11/18/2022 6:02:35 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	**Completed** Using IP Address: 198.49.140.10	Sent: 11/18/2022 6:02:41 PM Viewed: 12/14/2022 8:53:24 AM Signed: 12/14/2022 8:53:48 AM
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile	Sent: 12/14/2022 8:53:54 AM Viewed: 12/14/2022 8:54:13 AM Signed: 12/14/2022 8:54:25 AM
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/14/2022 10:46:08 AM ID: f5e0bb45-ef54-4cbe-adf6-647efd87bec0	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 12/14/2022 8:54:31 AM Viewed: 12/14/2022 10:46:08 AM Signed: 12/14/2022 10:46:35 AM

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: 11/17/2022 4:58:55 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: 11/18/2022 6:02:41 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/14/2022 10:46:40 AM
Randall A. Key randy.key@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/30/2022 8:18:23 AM ID: f211f47a-6fcf-45a6-a49c-7655bf8f2eba	COPIED	Sent: 12/14/2022 10:46:43 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/17/2022 4:58:36 PM
Certified Delivered	Security Checked	12/14/2022 10:46:08 AM
Signing Complete	Security Checked	12/14/2022 10:46:35 AM
Completed	Security Checked	12/14/2022 10:46:43 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.

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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 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.

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Docusign Transmittal Coversheet

File Name	7817 - Arc FM Designer XI (DXI), CO 1
Purchasing Contact	Christa Christian
Contract Expiration	12/12/2027

DocuSign Envelope ID: B38E4352-1C46-4292-957F-D41A39E3C2C3

Life Is On | Schneider Electric

Change Order

CHANGE ORDER #	Schneider Electric Project Number	ENTERED BY
001	1914 / U2-220851481	Joey Lim
SUBJECT		**ENTRY DATE**
Installation Environment Change		02/14/2024

DESCRIPTION

In accordance with the terms and conditions of the Contract by and between the City of Denton, Texas and Schneider Electric Smart Grid Solutions, LLC (Contract 7817), that was made and entered on 12/13/2022, both parties now wish to modify the Scope of Work entitled “Designer XI and SPIDAcalc Implementation” as follows:

Task 1.5 will be removed and replaced with the following:

1.5 Installation and Configuration of the DME DEVELOPMENT Environment

This task will be completed remotely by a Schneider Electric technical resource.

Schneider Electric will implement the following applications with the DME DEVELOPMENT Environment:

- Configure Core Designer Electric Geodatabase
- Configure Feature Services for Designer
- Configure Designer Network and Design Storage Services
- Install/Configure Portal for ArcGIS
- Install/Configure ArcFM Sync Services
- Install/Configure Designer

DME will provide all hardware required for the implementation of the DEVELOPMENT environment. DME will ensure all necessary hardware and software are installed and configured prior to the start of the Schneider Electric task. DME is responsible for resolving all hardware and third-party software related issues.

Schneider Electric Deliverables:

- Remote installation and configuration of solutions defined above in a single DEVELOPMENT environment
- Validate and confirm the solution implementation and configuration tasks are complete
- Draft Installation and Configuration Document

DME Responsibilities:

- Provide the hardware required for the software installation with compatible OS and network connectivity for the DEVELOPMENT systems
- Provide the licensed media for the DME, server and Schneider Electric software
- Provide all required VPN access to complete the installation and testing of the core components

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- Provide necessary personnel to be on hand for the installation and migration tasks

Task 1.6.3 will be added to the SOW:

1.6.3 Support Installation and Configuration of the DME TEST Environment

Schneider Electric will provide up to forty (40) hours within ten (10) consecutive business days support to assist Denton's team to install and configure Schneider Electric ArcFM Designer XI, Bentley SPIDACalc, and integration components for WMS and SpidaCalc, in DME TEST environment.

DME will implement the following applications in the DME TEST Environment:

- Configure Core Designer Electric Geodatabase
- Configure Feature Services for Designer
- Configure Designer Network and Design Storage Services
- Install/Configure Portal for ArcGIS
- Install/Configure ArcFM Sync Services
- Install/Configure Designer

DME will provide all hardware required for the implementation of the TEST environment. DME will ensure all necessary hardware and software are installed and configured prior to the start of the Schneider Electric task. DME is responsible for resolving all hardware and third-party software related issues.

This task will immediately follow the successful completion of Task #1.6.1, FAT. Task #1.6.3, SAT, will not be able to begin until completion of this task.

Schneider Electric Deliverables:

- Provide remote support.
- Denton Responsibilities: Perform Installation and Configuration of Designer XI in Denton TEST environment.
- Prepare Denton TEST Environment for SAT, including WMS and its integration with Designer XI

In the Service Quote, the Parties wish to remove the existing milestone payment schedule and replace it with the following:

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MP#	TASK ID	TASK DESCRIPTION	% OF TOTAL	COST
1	1.1	Project Initiation	3%	$20,360.00
2	1.2.1-1.2.3	System Architecture Review, Maximo Integration Design, SPIDACalc Integration	11%	$67,740.00
3	1.2.4	Business Process & Design Lifecycle Review	6%	$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	$70,520.00
6	1.3.2	Build Integration	17%	$104,630.00
7	1.4	Test and Acceptance Planning	3%	$18,080.00
8	1.5	Installation & Configuration of Denton DEV	11%	$66,610.00
9	1.6.1	Factory Acceptance Testing (FAT)	6%	$37,640.00
10	1.6.3	Installation & Configuration of Denton TEST	2%	$12,100.00
11	1.6.2	System Acceptance Testing (SAT/UAT)	6%	$37,040.00
12	1.7	Training	2%	$14,450.00
13	1.8	Go-Live - Production Migration	5%	$30,800.00
14	2.1	SPIDA Design Sessions	3%	$16,330.00
15	2.2	SPIDA Client File Configuration	4%	$27,050.00
16	2.3	SPIDA Onsite Training	3%	$15,070.00
17	2.4	SPIDA Consulting	1%	$4,750.00
		TOTAL SERVICES COSTS:		**$601,950.00**

Total Cost

$12,100.00

Schedule Impact

Go-live is extended by 15-days for TEST Environment Migration

ACCEPTED AND AGREED:

Denton Municipal Electric
(Client)

Signature: DocuSigned by: Christa Christian 6A8263DE08F4429...

Printed Name: Christa Christian

Title: Purchasing Supervisor

Date: 3/7/2024

Schneider Electric Smart Grid Solutions, LLC
(Contractor)

Signature: DocuSigned by: Drew Ditter 04CEFA4FC4AD4C6...

Printed Name: Drew Ditter

Title: Global Operations Director

Date: 3/7/2024

DS

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DocuSign

Certificate Of Completion

Envelope Id: B38E43521C464292957FD41A39E3C2C3
Status: Completed
Subject: ***Purchasing Approval*** 7818 Arc FM Designer XI (DXI), CO 1
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
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901B Texas Street
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Christa.Christian@cityofdenton.com
IP Address: 198.49.140.10

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Status: Original
3/7/2024 9:09:56 AM
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	DocuSigned by: Christa Christian 6A8263DE08F4429... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/7/2024 9:14:51 AM Viewed: 3/7/2024 9:15:00 AM Signed: 3/7/2024 9:15:05 AM
Drew Ditter drew.ditter@se.com Global Operations Director Schneider Electric Smart Grid Solutions, LLC. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/7/2024 10:00:12 AM ID: 6d0cf3d6-1ad1-47fb-9ded-fb3596a5725a	DocuSigned by: Drew Ditter 04CEFA4FC4AD4C6... Signature Adoption: Pre-selected Style Using IP Address: 167.94.181.155	Sent: 3/7/2024 9:15:07 AM Resent: 3/7/2024 9:19:01 AM Viewed: 3/7/2024 10:00:12 AM Signed: 3/7/2024 10:02:15 AM
Jerry Looper jerry.looper@cityofdenton.com System Operations and Compliance Division Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/7/2024 11:18:04 AM ID: 3191de6c-a7dd-4b03-a39e-5a075244aafd	DS Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/7/2024 10:02:16 AM Viewed: 3/7/2024 11:18:04 AM Signed: 3/7/2024 11:19:01 AM

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: 3/7/2024 11:19:02 AM
Nicholas Dusak nicholas.dusak@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/7/2024 11:19:02 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2024 9:14:51 AM
Envelope Updated	Security Checked	3/7/2024 9:19:00 AM
Certified Delivered	Security Checked	3/7/2024 11:18:04 AM
Signing Complete	Security Checked	3/7/2024 11:19:01 AM
Completed	Security Checked	3/7/2024 11:19:02 AM

Payment Events	Status	Timestamps

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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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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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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.

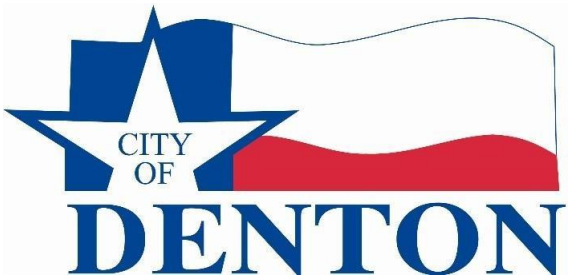
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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also 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.

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DocuSign Transmittal Coversheet

File Name	7817 Work-Flow Design System - Schneider, CO #2
Purchasing Contact	Christa Christian

Docusign Envelope ID: 33C4FD15-66C1-4FC3-8D99-946B846CA4F4

Change Order

CHANGE ORDER #	Schneider Electric Project Number	ENTERED BY
002	1914 / U2-220851481	Joey Lim
SUBJECT		**ENTRY DATE**
SPIDACalc Training		9/11/2024

DESCRIPTION

In accordance with the terms and conditions of the Contract by and between the City of Denton, Texas and Schneider Electric Smart Grid Solutions, LLC (Contract 7817), that was made and entered on 12/13/2022, both parties now wish to modify the Scope of Work entitled “Designer XI and SPIDAcalc Implementation” as follows:

Task #2.4, SPIDAcalc Onsite Training, from the Scope of Work will be replaced with the following:

SPIDACalc Training

Schneider Electric will provide access to the SPIDA Software Academy. Schneider Electric will provide access to up-to 12 Denton Municipal Electric team members. SPIDA Software Academy consists of an 8-module, self-paced, online training to walk users through SPIDACalc software. The SPIDA Software Academy takes users between 8-12 hours to complete depending on each user’s individual pace. Once a user initiates the course, they have up to 6 weeks to complete the courses. Upon completion of all course content, each user will receive a digital certificate of completion.

Schneider Electric Deliverable(s):

- Provide access to SPIDA Software Academy up up-to 12 DME team members as described above
- Provide digital certificate of completion

DME Responsibilities:

- Provide full name and email address of up-to 12 DME team members to be registered as SPIDA Software Academy participants

In the Service Quote, the Parties wish to remove the existing milestone payment schedule and replace it with the following:

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MP#	TASK ID	TASK DESCRIPTION	% OF TOTAL	COST
1	1.1	Project Initiation	3%	$20,360.00
2	1.2.1-1.2.3	System Architecture Review, Maximo	11%	$67,740.00
3	1.2.4	Business Process & Design Lifecycle Review	6%	$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	$70,520.00
6	1.3.2	Build Integration	17%	$104,630.00
7	1.4	Test and Acceptance Planning	3%	$18,080.00
8	1.5	Installation & Configuration of Denton DEV	11%	$66,610.00
9	1.6.1	Factory Acceptance Testing (FAT)	6%	$37,640.00
10	1.6.3	Installation & Configuration of Denton TEST	2%	$12,100.00
11	1.6.2	System Acceptance Testing (SAT/UAT)	6%	$37,040.00
12	1.7	Training	2%	$14,450.00
13	1.8	Go-Live - Production Migration	5%	$30,800.00
14	2.1	SPIDA Design Sessions	3%	$16,330.00
15	2.2	SPIDA Client File Configuration	4%	$27,050.00
16	2.3	SPIDA Consulting	1%	$4,750.00
17	2.4	SPIDA Onsite Training	3%	$7,940.00
		TOTAL SERVICES COSTS:		**$594,820.00**

Total Cost

-$7,130.00

Schedule Impact

N/A

ACCEPTED AND AGREED:

Denton Municipal Electric
(Client)

Signature: DocuSigned by: Christa Christian 6A8263DE08F4429...

Printed Name: Christa Christian

Title: Purchasing Supervisor

Date: 9/13/2024

Schneider Electric Smart Grid Solutions, LLC
(Contractor)

Signature: Signed by: Drew Ditter 04CEFA4FC4AD4C6...

Printed Name: Drew Ditter

Title: Global Operations Director

Date: 9/19/2024

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DocuSign

Certificate Of Completion

Envelope Id: 33C4FD1566C14FC38D99946B846CA4F4
Status: Completed
Subject: ***Purchasing Approval*** 7817 Work-Flow Design System - Schneider, CO #2
Source Envelope:
Document Pages: 3
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: 198.49.140.104

Record Tracking

Status: Original
9/13/2024 11:51:19 AM
Holder: Christa Christian
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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: 198.49.140.104	Sent: 9/13/2024 11:55:13 AM Viewed: 9/13/2024 11:55:21 AM Signed: 9/13/2024 11:55:29 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Drew Ditter drew.ditter@se.com Global Operations Director Schneider Electric Smart Grid Solutions, LLC. Security Level: Email, Account Authentication (None)	Signed by: Drew Ditter 04CEFA4FC4AD4C6... Signature Adoption: Pre-selected Style Using IP Address: 38.175.165.180	Sent: 9/13/2024 11:55:31 AM Resent: 9/13/2024 12:51:18 PM Viewed: 9/13/2024 1:35:55 PM Signed: 9/19/2024 2:45:43 PM
Electronic Record and Signature Disclosure: Accepted: 9/13/2024 1:35:55 PM ID: 3f68d4c3-8453-456d-abef-106080fa2ed4		

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
Nicholas Dusak nicholas.dusak@cityofdenton.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/19/2024 2:45:45 PM
Electronic Record and Signature Disclosure: Accepted: 9/13/2024 4:46:24 PM ID: a665a2a3-2be0-47c0-b8c1-519f6ea25ef0		

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: 9/19/2024 2:45:46 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2024 11:55:13 AM
Envelope Updated	Security Checked	9/13/2024 12:51:17 PM
Certified Delivered	Security Checked	9/13/2024 1:35:55 PM
Signing Complete	Security Checked	9/19/2024 2:45:43 PM
Completed	Security Checked	9/19/2024 2:45:46 PM

Payment Events	Status	Timestamps

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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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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.

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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.
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DocuSign Transmittal Coversheet

File Name	7817 Workflow-Design System, Schneider Change Order 3 (Amendment)
Purchasing Contact	Christa Christian

Docusign Envelope ID: 8091C2D6-1FA8-4388-B78D-6880CBD85344

Life Is On | Schneider Electric

Change Order

CHANGE ORDER #	Schneider Electric Project Number	ENTERED BY
003	1914 / U2-220851481	Joey Lim
SUBJECT		**ENTRY DATE**
Custom Workflow		01/23/2025

DESCRIPTION

In accordance with the terms and conditions of the Contract by and between the City of Denton, Texas and Schneider Electric Smart Grid Solutions, LLC (Contract 7817), that was made and entered on 12/13/2022, both parties now wish to modify the Scope of Work entitled “Designer XI and SPIDAcalc Implementation” as follows:

Task #1.3.3 will be added as follows:

1.3.3 Custom Designer XI and Maximo Integration Workflow

Schneider Electric will add new code into Designer XI Dynamic Workflow to facilitate the workflow required to meet Denton Municipal Electric’s business process. The proposed workflow is depicted in the table below:

Step #	User Activity	Application (Maximo)	Application (DXI)	Maximo WO Status	DXI WO Status
1	Maximo users create a work order in Maximo	Work Order is set to INDSGN Status	N/A	INDSGN	N/A
2	Maximo users send the work order to DXI for GIS Design	***Maximo sends WO to DXI with WO Status = INDSGN***	DXI creates a new WO and design	INDSGN	INDSGN
3	DXI users perform design activities in DXI	N/A	Create, update and review designs Multiple design may exist in DXI	*Maximo Status*	INDSGN
4	DXI design ready for cost estimation	N/A	Enable users to send design to Maximo for cost estimate Send for Cost estimation button is enabled at all time for all designs	*Maximo Status*	INDSGN
5	DXI users send design to Maximo for cost estimation	N/A	***Sends design to Maximo for cost estimation*** Status changes from INDSGN to WAPR following succesfully transmission to Maximo Multiple designs can be sent to Maximo for cost estimation. Each remain editable	*Maximo Status*	WAPR
6	Maximo users review design and cost estimate	Facilitate review/approval process	N/A	*Maximo Status*	WAPR
7	Maximo users reject and send design to DXI for revision no formal messaging - user will go to designer directly and make revision and DXI will resend to Maximo for cost estimation	***Maximo sends WO to DXI with WO Status = INDSGN, include Design ID*** Go to step #3 and repeat steps	Change work order status to INDSGN Return to step #3 for design revision (OOTB solution does not generate email notification)	*Maximo Status*	INDSGN
8	Maximo users approve design cost and prepare for construction	***Maximo sends WO to DXI with WO Status = WSCH/WDEV, include Design ID*** This is a notification of Maximo WO Approval and construction can begin	If current DXI WO Status <> WSCH/WDEV then Enable push-to-GIS, else do nothing DXI may receive more than one message from Maximo with WO status = WSCH or WDEV Only 1 design will be enable for push-to-GIS; and remaining designs will nolonger be visible in DXI	WSCH/WDEV	WSCH/WDEV
9	DXI users Push the design to GIS	N/A	Push-to-GIS Fails. Repeat until sucessful	*Maximo Status*	WSCH/WDEV
10			Push-to-GIS successfully Design will disappear from Designer XI queue		*COMP*
11	Maximo users plan and schedule for construction	facilitate construction planning and process	N/A	*Maximo Status*	N/A
12	Construction in progress	As-built, inspection and other processes will be facilitated through Maximo and GIS	N/A	*Maximo Status*	N/A
13	Construction complete	As-built, inspection and other processes will be facilitated through Maximo and GIS	N/A	*Maximo Status*	N/A

This task will include:

- Develop Component Specification (Technical Design Document)
- Evaluate impact of UN data on the custom workflow
- Revise existing Test Plan
- Identify Regression Test Cases as needed

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- Migrate changes to DME DEV Environment
- Conduct Factory Acceptance Test (FAT)
- Migrate changes to DME TEST Environment
- Support DME System Acceptance Testing (SAT)

Schneider Electric Deliverable(s):

- Component Specification
- Revised Test Plan

DME Responsibilities:

- Perform Regression testing as identified/needed
- Perform SAT

In the Service Quote, the Parties wish to remove the existing milestone payment schedule and replace it with the following:

1	1.1	Project Initiation	3%	$20,360.00
2	1.2.1-1.2.3	System Architecture Review, Maximo	11%	$67,740.00
3	1.2.4	Business Process & Design Lifecycle Review	6%	$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	$70,520.00
6	1.3.2	Build Integration	17%	$104,630.00
7	1.3.3	Custom Designer XI and Maximo Integration Workflow Contract signing		$21,141.00
8	1.3.3	Custom Designer XI and Maximo Integration Workflow Complete development		$21,140.00
9	1.4	Test and Acceptance Planning	3%	$18,080.00
10	1.5	Installation & Configuration of Denton DEV	11%	$66,610.00
11	1.6.1	Factory Acceptance Testing (FAT)	6%	$37,640.00
12	1.6.3	Installation & Configuration of Denton TEST	2%	$12,100.00
13	1.6.2	System Acceptance Testing (SAT/UAT)	6%	$37,040.00
14	1.7	Training	2%	$14,450.00
15	1.8	Go-Live - Production Migration	5%	$30,800.00
16	2.1	SPIDA Design Sessions	3%	$16,330.00
17	2.2	SPIDA Client File Configuration	4%	$27,050.00
18	2.3	SPIDA Consulting	1%	$4,750.00
19	2.4	SPIDA Onsite Training	3%	$7,940.00
		TOTAL SERVICES COSTS:		**$637,101.00**

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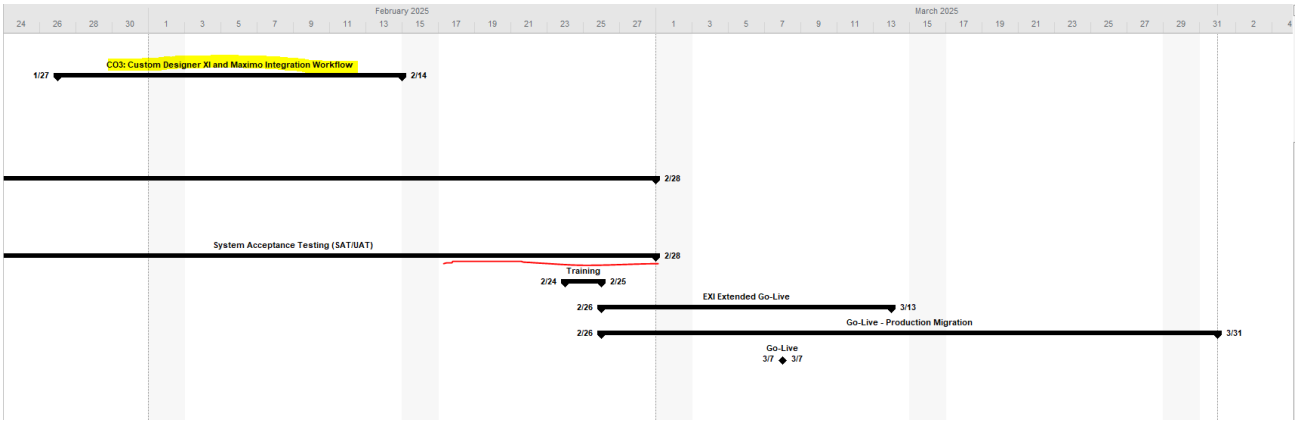
Total Cost

Total of this Change Order: **$42,281.00**

Total Services Cost was: **$ 594,820.00.** Total Services Cost upon approval of this CO3: **$637,101.00.**

Schedule Impact

This change order will require System Acceptance Testing timeline to be extended by one (1) week. The work related to this change order will start upon signing of this change order and pending to Schneider Electric resource availability.



Legends:

- Yellow highlight: timeline for this change order
- Redline: impacted timeline

ACCEPTED AND AGREED:

Denton Municipal Electric (Client)	Schneider Electric Smart Grid Solutions, LLC (Contractor)
Signature: DocuSigned by: Christa Christian 6A8263DE08F4429...	Signature: Signed by: Drew Ditter D45DC38F54D5417...
Printed Name: Christa Christian	Printed Name: Drew Ditter
Title: Purchasing Supervisor	Title: Global Operations Director
Date: 2/3/2025	Date: 2/3/2025

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Initial
246

Certificate Of Completion

Envelope Id: 8091C2D6-1FA8-4388-B78D-6880CBD85344
Status: Completed
Subject: ***Purchasing Approval*** 7817 Workflow-Design System, Schneider Change Order 3 (Amendment)
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 2
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
1/29/2025 4:27:06 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: 198.49.140.104	Sent: 1/30/2025 8:15:01 AM Viewed: 1/30/2025 8:15:14 AM Signed: 1/30/2025 8:15:27 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS ML Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 1/30/2025 8:15:29 AM Viewed: 1/30/2025 12:05:30 PM Signed: 1/30/2025 12:10:36 PM
Drew Ditter drew.ditter@se.com Global Operations Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/31/2025 9:06:37 AM ID: cb4a0830-4661-4259-8424-933e8e615927	Signed by: Drew Ditter D45DC39F54D5417... Signature Adoption: Pre-selected Style Using IP Address: 38.75.239.208	Sent: 1/30/2025 8:15:29 AM Resent: 1/30/2025 8:17:01 AM Resent: 1/30/2025 12:10:37 PM Viewed: 1/31/2025 9:06:37 AM Signed: 2/2/2025 9:12:49 PM
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	DocuSigned by: Christa Christian 6A8263DE08F4429... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/2/2025 9:12:51 PM Viewed: 2/3/2025 11:37:50 AM Signed: 2/3/2025 11:38:06 AM

Signer Events	Signature	Timestamp
Jerry Looper jerry.looper@cityofdenton.com JL Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/3/2025 11:38:08 AM Viewed: 2/3/2025 12:27:40 PM Signed: 2/3/2025 12:28:34 PM

Electronic Record and Signature Disclosure:
Accepted: 2/3/2025 12:27:40 PM
ID: 18af5ea4-956c-4695-9625-4969a641ded0

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: 2/3/2025 12:28:35 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/30/2025 8:15:01 AM
Envelope Updated	Security Checked	1/30/2025 8:17:00 AM
Envelope Updated	Security Checked	1/30/2025 8:17:00 AM
Envelope Updated	Security Checked	1/30/2025 8:27:00 AM
Envelope Updated	Security Checked	1/30/2025 8:27:00 AM
Envelope Updated	Security Checked	1/30/2025 8:27:00 AM
Envelope Updated	Security Checked	1/30/2025 8:27:00 AM
Certified Delivered	Security Checked	2/3/2025 12:27:40 PM
Signing Complete	Security Checked	2/3/2025 12:28:34 PM
Completed	Security Checked	2/3/2025 12:28:35 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.

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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.

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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 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC, AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON DECEMBER 13, 2022, IN THE NOT-TO-EXCEED AMOUNT OF $683,277.00; SAID FIRST AMENDMENT TO PROVIDE FOR THE CONFIGURATION AND IMPLEMENTATION OF ARCFM DESIGNER XI (DXI) FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7817 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $129,124.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $812,401.00).

WHEREAS, on December 13, 2022, City Council awarded a contract to Schneider Electric Smart Grid Solutions, LLC in the amount of $683,277.00, for the configuration and implementation of Arc FM Designer XI (DXI) for Denton Municipal Electric; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the additional fees under the proposed First Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees 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 First Amendment, increasing the amount of the contract between the City and Schneider Electric Smart Grid Solutions, LLC, which is on file in the office of the Purchasing Agent, in the amount of One Hundred Twenty-Nine Thousaid One Hundred Twenty-Four and 0/100 ($129,124.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to $812,401.00.

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 _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn _____

Docusign Envelope ID: 47999D61-F5C7-4725-96CF-7EFDAA375EAF

Docusign City Council Transmittal Coversheet

RFP	7817
File Name	Arc FM Designer XI (DXI)
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

Docusign Envelope ID: 47999D61-F5C7-4725-96CF-7EFDAA375EAF

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND SCHNEIDER ELECTRIC SMART
GRID SOLUTIONS, LLC

THIS FIRST AMENDMENT TO CONTRACT 7817 (this "Amendment") by and between the City of Denton, Texas ("City") and SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC, ("Contractor") to that certain contract executed on December 13, 2022, in the original not-to-exceed amount of $683,277 (the "Agreement"); for services related to the **configuration and implementation of Arc FM Designer XI (DXI).**

WHEREAS, the City deems it necessary to further expand the services provided by Contractor to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $**129,124** with this First Amendment for an aggregate not-to-exceed amount of $**812,401**; and

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 $**129,124** for additional services and materials to be provided in accordance with the terms of the Agreement with a revised aggregate not-to-exceed total of $**812,401**.
2. The additional goods/services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for goods/services related to **configuration and implementation of Arc FM Designer XI (DXI)**, are hereby authorized to be performed by Contractor. For and in consideration of the additional goods/services to be performed by Contractor, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A".

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.

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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_____.

"CONTRACTOR"
SCHNEIDER ELECTRIC SMART
GRID SOLUTIONS, LLC

By: Signed by: Drew Ditter _____
1443EA4F02A4D7C8...
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: DocuSigned by: Marcella Lunn _____
4B070831B4AA438...

ATTEST:
LAUREN THODEN, 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
F3760944C2BF4B5...
SIGNATURE

Antonio Puente, Jr
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Docusign Envelope ID: 47999D61-F5C7-4725-96CF-7EFDAA375EAF

Change Order

CHANGE ORDER #	Schneider Electric Project Number	ENTERED BY
005	1914 / U2-220851481	Joey Lim
SUBJECT		**ENTRY DATE**
Designer XI CO#4, CO#5 Amendment #1		6/6/2025

DESCRIPTION

In accordance with the terms and conditions of the Contract by and between the City of Denton, Texas and Schneider Electric Smart Grid Solutions, LLC (Contract 7817), that was made and entered on 12/13/2022, both parties now wish to modify the Scope of Work entitled "Designer XI and SPIDAcalc Implementation as follows.

This Change Order is a collection of the original CO#4 (fully executed April 3, 2025) and CO#5 with intention for Schneider Electric to de-scope and de-book the original CO#4 and add it into this Change Order, alongside with CO #5.

Task #1.2.6 will be added as follows:

1.2.6 Compatible Unit Library & Specification ID Mapping Extension

Schneider Electric will lead up to five (5) remote working session with Denton, Power Engineer and Starboard to discuss CUs, Macros, Drawn/non-Drawn CUs needed by Denton to produce a design to allow Maximo to estimate design cost and to allow GIS to perform As-Built.

In conjunction with the working session, Schneider Electric will review CU spreadsheet, format defined by SE, from Power Engineer, recommend revision/remediation as necessary to meet Designer XI requirement and to facilitate discussion with Starboard to validate the spreadsheet readiness for upload to Maximo.

Schneider Electric will provide an operational knowledge transfer session for up to five (5) Denton employees for post go-live maintenance of the CU Library and palette in Designer XI. Schneider Electric will provide up to three (3) one (1) hour remote knowledge transfer sessions.

This task is necessitated to compensate for Task #1.2.5, Task Assumptions,

- *DME has established or will provide a comprehensive CU library for use with Designer XI.*

This task will help DME establish a strong foundational CU Library that DME can leverage to build up a more comprehensive CU Library for use with Designer XI at post Go-Live.

Schneider Electric Deliverable(s):

- Conduct and facilitate working sessions
- Conduct and facilitate knowledge transfer session
- Review CU spreadsheet and provide recommendation

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DME Responsibilities:

- Review and comment on the draft document with five (5)-business days
- Ensure that the appropriate DME personnel are invited and attend the document comment review conference call
- Formal approval of the CU spreadsheet for final loading into Designer XI and Maximo

Task Assumptions:

- Schneider Electric anticipates DME would designate personnel and backup personnel who are responsible for maintaining all the CUs needed by DME. This individual will actively participate in SE working sessions as well as the knowledge transfer sessions.

Task #1.2.7 will be added as follows:

1.2.7 UN Data Model Change Reconfiguration

Schneider Electric will perform configuration and mapping changes in Designer XI as well as Editor XI to align with changes made in the UN Data Model. The changes are listed in Appendix A of this change order.

Schneider Electric will perform the necessary EXI and DXI configuration and mapping changes within the SE internal PS environment to accommodate the updated UN Data Model changes. Upon validation and passing, SE will perform the identical DXI and EXI configuration and mapping changes in the DME DEV and TEST environments. Schneider Electric will perform smoke testing and identify a set of regression test cases that DME will need to conduct.

Schneider Electric will conduct one (1) two-hour knowledge transfer session to demonstrate the methods and steps to perform configuration and mapping changes in response to a data model change.

Schneider Electric Deliverable(s):

- Align SE internal (PS) environment with the changes
- Perform DXI and EXI configuration and mapping changes
- Identify regression test cases required
- Republish map services and regenerate GRR files
- Repeat activities in DME DEV and perform smoke testing
- Support Denton or CyberTech to repeat the activities in DME TEST

DME Responsibilities:

- Ensure DME DEV and DME TEST UN databases have the new data model
- Ensure DME or Cybertech availability to support and to perform the activities in DME's TEST environment

Task Assumptions:

- Schneider Electric expects the databases in DME DEV and TEST contain the new data model.

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- Schneider Electric anticipates DME would designate personnel and backup personnel who are responsible for maintaining data model changes. This individual will perform regression testing and actively participate in the knowledge transfer session.

Task #1.3.4 will be added as follows:

1.3.4 Designer XI and Maximo Integration Extended Testing

Schneider Electric will participate and contribute WMSI expertise up to three (3) 2-hour working sessions for testing and troubleshooting with Starboard to confirm that the integration between two applications is functioning as expected. Schneider Electric will perform minor fine-tuning of Designer XI or WMSI configuration. Schneider Electric will analyze code adjustments needed. Resolution and services uncovered will be addressed through a change order.

Schneider Electric Deliverable(s):

- Remote working session
- Defect resolution report

DME Responsibilities:

- Maximo (DEV) and DXI (TEST) environment support as required (IT and/or business)
- Ensure the appropriate integrations are available for testing

Task #1.3.5 will be added as follows:

1.3.5 Support Regression Testing for Maximo AWS Cloud Platform

Schneider Electric will provide remote support to DME for identifying regression test cases related to DXI-Maximo integration and if there are other test cases that may be impacted by the change of the Maximo hosting platform. Schneider Electric will support DME testers in executing DXI Test Cases. SE will provide up to 10-hours of troubleshooting hours, in the event critical failure of DXI is identified. Should more extensive troubleshooting be required, or any change is required, it will be addressed through a change order.

Schneider Electric Deliverable(s):

- Provide a list of test cases required for regression testing
- Provide remote support for DME to execute the regression testing

DME Responsibilities:

- Maximo (DEV) and DXI (TEST) environment support as required (IT and/or business)
- Ensure the appropriate integrations are available for testing

Task #1.3.6 will be added as follows:

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1.3.6 Extended Designer XI and Maximo Integration Testing Support

Schneider Electric will provide three (3) consecutive weeks of remote support to DME/Starboard for troubleshooting issues related to DME implementation of Designer XI and Maximo integration. Schneider Electric will provide relevant information as requested by DME/Starboard; and participate in troubleshooting sessions as deemed necessary by DME and Starboard.

Schneider Electric Deliverable(s):

- Participate troubleshooting sessions with DME/Starboard
- Resolve issues uncovered that are related to Design XI and WMSI
- Provide relevant information to DME/Starboard as requested within 48-hours turnaround time

DME Responsibilities:

- Facilitate troubleshooting sessions
- Schedule troubleshooting sessions within mutually agreeable timeframe
- Ensure availability of DME/Starboard SME participation

Assumptions:

- Additional SE support effort and time extension required to complete Maximo configuration for the integration will be addressed with a change order

Task #1.6.4 will be added as follows:

1.6.4 Extended System Acceptance Testing (SAT)

Schneider Electric will provide four (4) consecutive weeks of remote support for DME for conducting System Acceptance Test (SAT). Schneider Electric will support DME to conduct SAT and work with DME to resolve issues as uncovered during SAT. Process highlighted in task #1.6.2 of the original SOW will be followed as guideline in issue resolution. Scope of this SAT will include the following:

- Support DME in executing SAT Test Cases that require the additional CUs added as part of Change Order #4, task #1.2.6
- Confirm DXI proper configuration change made to comply with UN Data Model as defined in Change Order #4, task #1.2.7
- Support DME in executing blocked DXI-Maximo SAT Test Cases as defined in Change Order #4, task #1.3.4

Schneider Electric Deliverable(s):

- Provide SAT support as defined above
- Provide issue resolution and regression testing support as defined
- Resolve Severity 1 (S1) and Severity 2 (S2) defects

DME Responsibilities:

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- Perform SAT
- If required, provide remote access to the testing environment for Schneider Electric technical personnel
- Provide final acceptance of the solution prior to cut-over and Go-Live activities

Task #3.0 will be added as follows:

3.0 Upgrade Support

Schneider Electric will provide up-to twenty (20) hours of issue resolution support for DME initiative to upgrade the following software:

- ArcGIS Pro from version 3.1 to 3.3
- ArcGIS Enterprise version 11.1 to 11.3
- Enterprise Geodatabase version 11.1 to 11.3
- ArcFM Editor XI 2025 C1
- ArcFM Mobile
- ArcFM Design XI 2025 C1
- .Net 8

DME will upgrade the software in DME DEV Environment. Schneider Electric support will be limited to responding to questions, providing relevant information, and participating in troubleshooting session related to the upgrade in DME DEV environment in an as-needed basis. SE support will be limited to issues relevant to ArcFM XI Series product.

Schneider Electric Deliverable(s):

- Participate and provide ArcFM XI expertise in troubleshooting sessions as related to ArcFM XI Series product
- Provide information and documentation relevant to ArcFM XI series products

DME Responsibilities:

- Facilitate troubleshooting sessions
- Schedule troubleshooting sessions within mutually agreeable timeframe
- Ensure availability of SME participation
- Fix defects caused by configuration

Assumptions:

- Upgrade in TEST environment will not be performed until Designer XI implementation is complete
- Product defect uncovered will be addressed by Schneider Electric Standard Support
- SE Support will be limited to ArcFM XI Series product
- Custom code defects uncovered will be addressed through change order
- Additional hours needed will be addressed through change order

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In the Service Quote, the Parties wish to remove the existing milestone payment schedule and replace it with the following:

MP#	TASK ID	TASK DESCRIPTION	% OF TOTAL	COST
1	1.1	Project Initiation	3%	$20,360.00
2	1.2.1-1.2.3	System Architecture Review, Maximo Integration Design, SPIDACalc Integration	11%	$67,740.00
3	1.2.4	Business Process & Design Lifecycle Review	6%	$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	$70,520.00
6	1.3.2	Build Integration	17%	$104,630.00
7	1.3.3	Custom Designer XI and Maximo Integration Workflow Contract signing		$21,141.00
8	1.3.3	Custom Designer XI and Maximo Integration Workflow Complete development		$21,140.00
9	1.4	Test and Acceptance Planning	3%	$18,080.00
10	1.5	Installation & Configuration of Denton DEV	11%	$66,610.00
11	1.6.1	Factory Acceptance Testing (FAT)	6%	$37,640.00
12	1.6.3	Installation & Configuration of Denton TEST	2%	$12,100.00
13		Upon Change Order Signing (previous version of CO#4, invoiced #9616328895)		$39,700.00
14	1.2.6, 1.3.4	Compatible Unit Library & Specification ID Mapping Extension Designer XI and Maximo Integration Extended Testing		$19,850.00
15	1.2.7, 1.3.5	UN Data Model Change Reconfiguration Support Regression Testing for Maximo AWS Cloud Platform		$19,850.00
15.1		Upon signing of Designer XI CO#4, CO#5 Amendment #1		$47,950.00
16	1.6.2	Original System Acceptance Testing (SAT/UAT)	6%	$37,040.00
16.1	1.6.2	CO #5 System Acceptance Testing (SAT/UAT)		$47,950.00
17	1.7	Training	2%	$14,450.00
18	1.8	Go-Live - Production Migration	5%	$30,800.00
19	2.1	SPIDA Design Sessions	3%	$16,330.00
20	2.2	SPIDA Client File Configuration	4%	$27,050.00
21	2.3	SPIDA Consulting	1%	$4,750.00
22	2.4	SPIDA Onsite Training	3%	$7,940.00
		TOTAL SERVICES COSTS:		**$812,401.00**

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Total Cost

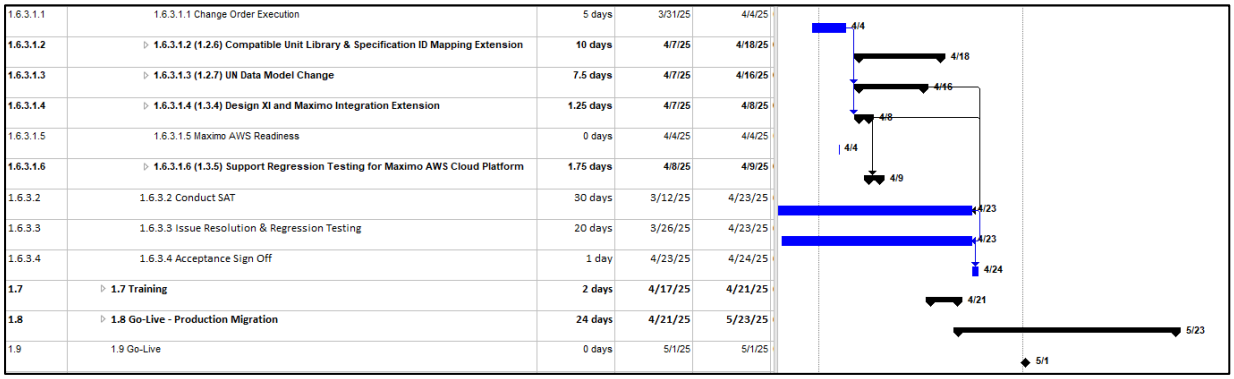
De-book of the original CO4: -$79,400

Total of this CO5: **$ 175,300.00**

Total Project Cost was: **$ 637,101.00.** Total Project Cost upon approval: **$ 812,401.00**

Schedule Impact

Timeline impact for tasks #1.2.6, 1.2.7, 1.3.4 and 1.3.5 is displayed below



1.6.3.1.1	1.6.3.1.1 Change Order Execution	5 days	3/31/25	4/4/25
1.6.3.1.2	**1.6.3.1.2 (1.2.6) Compatible Unit Library & Specification ID Mapping Extension**	**10 days**	**4/7/25**	**4/18/25**
1.6.3.1.3	**1.6.3.1.3 (1.2.7) UN Data Model Change**	**7.5 days**	**4/7/25**	**4/16/25**
1.6.3.1.4	**1.6.3.1.4 (1.3.4) Design XI and Maximo Integration Extension**	**1.25 days**	**4/7/25**	**4/8/25**
1.6.3.1.5	1.6.3.1.5 Maximo AWS Readiness	0 days	4/4/25	4/4/25
1.6.3.1.6	**1.6.3.1.6 (1.3.5) Support Regression Testing for Maximo AWS Cloud Platform**	**1.75 days**	**4/8/25**	**4/9/25**
1.6.3.2	1.6.3.2 Conduct SAT	30 days	3/12/25	4/23/25
1.6.3.3	1.6.3.3 Issue Resolution & Regression Testing	20 days	3/26/25	4/23/25
1.6.3.4	1.6.3.4 Acceptance Sign Off	1 day	4/23/25	4/24/25
1.7	**1.7 Training**	**2 days**	**4/17/25**	**4/21/25**
1.8	**1.8 Go-Live - Production Migration**	**24 days**	**4/21/25**	**5/23/25**
1.9	1.9 Go-Live	0 days	5/1/25	5/1/25

Tasks 1.3.6 and 1.6.4 will be executed in parallel with currently planned tasks. Therefore, they will not impact project schedule.

Task 3.0 will not impact project schedule.

ACCEPTED AND AGREED:

Denton Municipal Electric (Client)	Schneider Electric Smart Grid Solutions, LLC (Contractor)
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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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.**

Schneider Electric Smart Grid Solutions, 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 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: Drew Ditter 04CEFA4FC4AD4C6...

Signature of vendor doing business with the governmental entity

6/24/2025
Date

Docusign Envelope ID: 47999D61-F5C7-4725-96CF-7EFDAA375EAF

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: 47999D61-F5C7-4725-96CF-7EFDAA375EAF
Status: Sent
Subject: Please DocuSign: City Council Contract 7817, ArcFM Designer XI, Amendment 1, NTE Increase
Source Envelope:
Document Pages: 12
Signatures: 4
Initials: 1
Certificate Pages: 6
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
6/16/2025 8:43:14 AM
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: 6/16/2025 8:48:36 AM Viewed: 6/16/2025 8:48:47 AM Signed: 6/16/2025 8:48:55 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	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/16/2025 8:48:57 AM Viewed: 6/16/2025 8:54:29 AM Signed: 6/16/2025 8:54:56 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior 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: 198.49.140.10	Sent: 6/16/2025 8:54:59 AM Viewed: 6/16/2025 10:48:28 AM Signed: 6/16/2025 10:54:07 AM
Drew Ditter drew.ditter@se.com Global Operations Director Schneider Electric Smart Grid Solutions, LLC. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/16/2025 2:30:57 PM ID: 86dc67d1-9268-42b1-a3a7-2f80ad1b8f86	Signed by: Drew Ditter 04CEFA4FC4AD4C6... Signature Adoption: Pre-selected Style Using IP Address: 165.225.10.100	Sent: 6/16/2025 10:54:10 AM Resent: 6/16/2025 1:38:39 PM Resent: 6/18/2025 4:08:47 PM Viewed: 6/24/2025 3:58:37 PM Signed: 6/24/2025 4:01:34 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: 6/24/2025 4:36:04 PM ID: 3d42b8a5-6d9d-472b-bcda-57ee9319f332	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 2600:100c:b2ac:5083:d93:568f:9e49:989a Signed using mobile	Sent: 6/24/2025 4:01:37 PM Viewed: 6/24/2025 4:36:04 PM Signed: 6/24/2025 4:36:36 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: 6/24/2025 4:36:42 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Lauren Thoden lauren.thoden@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: 6/16/2025 8:48:57 AM

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: 6/24/2025 4:36:43 PM Viewed: 6/25/2025 12:11:49 PM
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: 5/13/2025 7:15:49 AM ID: c5c90e38-05b8-46ef-a33e-cc7a6ebf93e9		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/16/2025 8:48:36 AM
Envelope Updated	Security Checked	6/16/2025 1:38:38 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.

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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 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.

File #: ID 25-1224, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with CyberTech Systems and Software Inc., for a fully managed Amazon Web Services (AWS) cloud environment for the Denton Municipal Electric Technology Operations Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8778 - awarded to CyberTech Systems and Software Inc., in the 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 $2,347,092.00). The Public Utilities Board recommends approval (6 - 0).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 22, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with CyberTech Systems and Software Inc., for a fully managed Amazon Web Services (AWS) cloud environment for the Denton Municipal Electric Technology Operations Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8778 – awarded to CyberTech Systems and Software Inc., in the 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 $2,347,092.00). The Public Utilities Board recommends approval (6 - 0).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Denton Municipal Electric's (DME) existing GIS-centric cloud infrastructure contract is at the end of life and in need of renewal. DME's electric-specific AWS cloud has three (3) environments (Production, Test, and Development) managed by a third-party provider. Each environment has provisioned the ESRI's ArcGIS and Schneider Electric's ArcFM suite and Microsoft SQL Server for the enterprise geodatabase.

The existing cloud environments were built to house the new Utility Network GIS and have integrations with Northstar, Maximo, and the new ADMS. The vendor shall architect and implement a new AWS cloud infrastructure and replicate all virtual servers, software (Operating Systems and SQL Server databases), and services (integrations/web services). The AWS environment will include support and management of future needs. The deployment will be scalable, secure, and cost-effective cloud-based solutions that align with the organization's strategic objectives. Further, the provider shall be responsible for managing all operational aspects of the AWS cloud on DME's behalf. Support and continuous system monitoring are expected to be available 24/7 per the service level agreement in the scope of work.

Description	Cost
GIS Cloud Services	$1,516,080.00
DNV Synergi and IBM Maximo	617,640.00
Contingency	213,372.00
Total	**$2,347,092.00**

Request for Proposals was sent to 571 prospective suppliers, including 15 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Seven (7) proposals were received, references were checked, and proposals were evaluated based upon published criteria including price, delivery, compliance with specifications, and probable performance. Best and Final Offers (BAFO) were requested from the top firm. Based upon this evaluation, CyberTech Systems and Software Inc. was ranked the highest and determined to be the best value for the City.

NIGP Code Used for Solicitation:	920 - (Service Only) - Data Processing, Computer, Programming, and Software Services
Notifications sent for Solicitation sent in IonWave:	571
Number of Suppliers that viewed Solicitation in IonWave:	82
HUB-Historically Underutilized Business Invitations sent out:	90
SBE-Small Business Enterprise Invitations sent out:	219
Responses from Solicitation:	7

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On July 14, 2025, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award a contract with CyberTech Systems and Software Inc., for a fully managed Amazon Web Services (AWS) cloud environment for the Denton Municipal Electric Technology Operations 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 $2,347,092.

PRINCIPAL PLACE OF BUSINESS

CyberTech Systems and Software Inc.
Trevose, PA

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.

FISCAL INFORMATION

These services will be funded from DME TechOps Operating fund 600750.7899.9210. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $2,347,092.00. 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: Pricing Evaluation
Exhibit 3: 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: Marcella Lunn at 940-349-8333.

Exhibit 2
RFP 8778 - Pricing Evaluation for GIS Cloud Managed Services

	Respondent's Business Name:	**CyberTech Systems and Software, Inc.**	Advanced Innovative IT Solutions LLC	RINA	ROK Technologies LLC	TRC Engineers, Inc.	Voluble Systems LLC	United Electric Systems Inc
	Principal Place of Business (City and State):	**Trevose, PA**	Ludowici, GA	Chicago, IL	Mount Pleasant, SC	Arlington, TX	Dallas, TX	Allentown, PA
Item #	**Criteria**							
1	Delivery/Project Schedule - 30%	**28.00**	18.00	18.00	18.00	16.00	18.00	18.00
2	Compliance with Specifications - 20%	**17.33**	8.00	9.33	8.00	10.67	9.33	8.00
3	Probable Performance - 20%	**18.67**	9.33	10.67	12.00	12.00	6.67	10.67
4	Price, Total Cost of Ownership - 30%	**15.79**	30.00	24.56	13.30	7.04	7.20	5.50
	Total Score:	**79.79**	65.33	62.56	51.30	45.71	41.20	42.17

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CYBERTECH SYSTEMS AND SOFTWARE INC., FOR A FULLY MANAGED AMAZON WEB SERVICES (AWS) CLOUD ENVIRONMENT FOR THE DENTON MUNICIPAL ELECTRIC TECHNOLOGY OPERATIONS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8778 – AWARDED TO CYBERTECH SYSTEMS AND SOFTWARE INC., IN THE 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 $2,347,092.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for a fully managed Amazon Web Services (AWS) cloud environment for the Denton Municipal Electric Technology Operations 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 request for 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 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
8778	CyberTech Systems and Software Inc.	$2,347,092.00

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 _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

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Docusign City Council Transmittal Coversheet

RFP	8778
File Name	GIS CLOUD MANAGED SERVICES
Purchasing Contact	Crystal Westbrook
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND CYBERTECH SYSTEMS AND SOFTWARE INC.
(Contract #8778)

THIS CONTRACT is made and entered into this date _____, by and between CyberTech Systems and Software Inc. a Delaware corporation, whose address 3800 Horizon Blvd., STE 104, Trevose, PA 19053, hereinafter referred to as "Contractor," 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

Contractor shall provide services in accordance with the City's RFP #8778 GIS Cloud Managed Services, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. 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) City of Denton's RFP# 8778 (the "Solicitation") **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Insurance Requirements **(Exhibit "E");**
(f) Contractor's Proposal ("Contractor's Offer") **(Exhibit "F")**;
(g) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "G")**

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 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.*** 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 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains

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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 Contract.*** 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 Contract, 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 this 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

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 Contract, 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 Contract and will not become ineligible to receive payments under this Contract 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 2275, 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 Contract in the year and day first above written.

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CONTRACTOR

DocuSigned by:

BY: _____
CA735515CC22465...
AUTHORIZED SIGNATURE

Printed Name: Vince Rosales

Title: Vice President

3038844268
PHONE NUMBER

vince.rosales@cybertech.com
EMAIL ADDRESS

2025- 8060755539
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

BY: Marcella Lunn
4B07083184A438...

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.
E3760944C2BF4B5...
SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $2,347,092.00. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

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. 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.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

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Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

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Exhibit B
City of Denton's RFP 8776

On File at the Office of the Purchasing Agent

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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 and accepts the deliverables.

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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 City shall have the right to designate what method of transportation shall be used to ship the deliverables. 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. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such 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.

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A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
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

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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 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.

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.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or

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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 (15^{th}) 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 payment under this Contract unless required to be retained for longer under applicable law, have

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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, material supplier, or other payee 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, material supplier, or other payee 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

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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**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the

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U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, 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.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

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.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

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, (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, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

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 ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) 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,

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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.

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 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 perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or

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perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. 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" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING 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. 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 Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the

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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. 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**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE**

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RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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 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**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon

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delivery of such deliverables to the City or at such other time as the City may request.
C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

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 Denon 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

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solicitation as defined in the City's Ethic 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, 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. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

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

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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 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

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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 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.

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58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
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. 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.

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iv. “End product” means those articles, materials, and supplies to be acquired under the contract for public use.
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:** 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.

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66. **ATTORNEY'S FEES; LEGAL COSTS:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

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 to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, 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 financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

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to all books, records and documents 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. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

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
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 E
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.

    - 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

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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>CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE</u>

Cyber/Technology Network Liability and Risk Insurance, **inclusive of Information Security and Privacy** (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential information, and copyright infringement with minimum limits with minimum limits of $1,000,000.00 per claim.

NOTE: Professional Liability Insurance and Cyber/Technology Network Liability and Network Risk Insurance may be combined on one policy with a $2,000,000.00 limit.

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1301 West 22nd Street, Suite 303, Oak Brook, IL 60523, USA.
Telephone: +1 - 630 - 472 - 3200
Fax: +1 - 630 - 472 – 3299

1. Cost Proposal for RFP#8778 GIS Cloud Managed Services

CyberTech is excited to offer an option to procure our solution and services directly through the AWS Marketplace utilizing an AWS Marketplace Private Offer. With this option, CyberTech would negotiate directly and deliver the final offer through the AWS console to an AWS Account that is owned by City of Denton. This option allows customers to review full details and attachments, approve the offer, receive AWS utility credits, and pay AWS (based on payment options mutually agreed upon between CyberTech and City of Denton). Along with a dashboard to track licensing renewals and procurement, this option includes the ability for the offer to be governed by the AWS + OMNIA Partners Contract RH-22-026. OMNIA Partners, a nationwide purchasing cooperative, formerly known as both National IPA and U.S. Communities. OMNIA has over 90K state and local government, K-12 education, higher education, and NPO member organizations, with many more buying locations within each member organization. All contracts available to these member organizations have been competitively solicited and awarded by a public agency. AWS received this contract award via a Request for Proposals (RFP) for a “Software Marketplace and Cloud Solutions” issued by the City of Rochester Hills, MI, as the lead agency. For more information on AWS Marketplace Private Offers and/or the OMNIA Partners contract, we are happy to setup a call and include your AWS Account Manager, David Tigges.

Total Cost	
• **Phase One – Upgrade/On-Boarding** • AWS Cloud Infrastructure Provisioning and Verification • AWS Cloud Security Provisioning and Verification • ArcGIS implementation • Migration of existing AWS Environment • User Onboarding • Training and Orientation • Hyper Care for 30 days after Go-Live	**At no cost**
Total Annual Cost - Year 1	

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• Phase Two - Annual Maintenance / Support • AWS Cloud Hosting and Procurement ○ Security ○ Networking ○ Compute ○ Storage • Establish Esri Best Practice Recommendations • AWS Cloud Infrastructure Support • OS & ArcGIS Version Upgrades and Patch Management • Certificate Management • Cloud & ArcGIS Backup & Retention • Cloud & ArcGIS Administration • Tailored SLAs • Cloud & ArcGIS 7X24 Monitoring • Dedicated Help Desk- Mon-Fri Business Hours (CST) • Geospatial Excellence Program – 100 hours of cloud consulting services	**$233,080.00**
Total Annual Cost - Year 2	
Phase Two - Annual Maintenance / Support Same as Year 1	**$307,000.00**
Total Annual Cost - Year 3	
Phase Two - Annual Maintenance / Support Same as Year 1	**$316,000.00**
Total Annual Cost - Year 4	
Phase Two - Annual Maintenance / Support Same as Year 1	**$325,000.00**
Total Annual Cost - Year 5	
Phase Two - Annual Maintenance / Support Same as Year 1	**$335,000.00**
Hourly Cost for Special Projects Support	
Hourly Cost for Special Projects Support	**Subject to resource type – NTE $118/hr**

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CyberTech
Systems and Software Inc.

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Fax: +1 - 630 - 472 – 3299

2. Cost for Optional Items (DNV Synergi and IBM Maximo)

Total Cost	
Phase One – Upgrade/On-Boarding • AWS Cloud Hosting and Procurement • AWS Cloud Infrastructure Provisioning and Verification • AWS Cloud Security Provisioning and Verification • User Onboarding • Hyper Care for 30 days after Go-Live	**$14,000.00**
Total Annual Cost - Year 1	
Phase Two - Annual Maintenance / Support • Establish Esri Best Practice Recommendations • AWS Cloud Infrastructure Support • OS Version Upgrades and Patch Management • Certificate Management • Cloud Backup & Retention • Cloud Administration • Tailored SLAs • Cloud 7X24 Monitoring • Dedicated Help Desk- Mon-Fri Business Hours (CST)	**$102,640.00 (Managed Services to be pro-rated for Year 1 based on duration of Phase 1)**
Total Annual Cost - Year 2	
Phase Two - Annual Maintenance / Support Same as Year 1	**$120,000.00**
Total Annual Cost - Year 3	
Phase Two - Annual Maintenance / Support Same as Year 1	**$123,000.00**
Total Annual Cost - Year 4	
Phase Two - Annual Maintenance / Support Same as Year 1	**$127,000.00**
Total Annual Cost - Year 5	
Phase Two - Annual Maintenance / Support Same as Year 1	**$131,000.00**
Hourly Cost for Special Projects Support	
Hourly Cost for Special Projects Support	**Subject to resource type – NTE $120/hr**

Docusign Envelope ID: EECD6AD1-30BC-4C67-84A0-838F4B7BC38D

EXHIBIT G

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.**

CYBERTECH SYSTEMS AND SOFTWARE 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 DocuSigned by:

CA735515CC22465

Signature of vendor doing business with the governmental entity

6/16/2025

Date

Docusign Envelope ID: EECD6AD1-30BC-4C67-84A0-838F4B7BC38D

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.

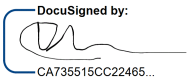
Certificate Of Completion

Envelope Id: EECD6AD1-30BC-4C67-84A0-838F4B7BC38D
Status: Sent
Subject: Please DocuSign: City Council Contract 8778 GIS Cloud Managed Services
Source Envelope:
Document Pages: 36
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Crystal Westbrook
901B Texas Street
Denton, TX 76209
crystal.westbrook@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
6/13/2025 1:06:43 PM
Holder: Crystal Westbrook
crystal.westbrook@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Crystal Westbrook crystal.westbrook@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: 6/13/2025 1:14:54 PM Viewed: 6/13/2025 1:15:51 PM Signed: 6/13/2025 1:21:08 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  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/13/2025 1:21:14 PM Viewed: 6/16/2025 8:55:26 AM Signed: 6/16/2025 8:56:11 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/16/2025 8:56:13 AM Viewed: 6/16/2025 9:46:27 AM Signed: 6/16/2025 9:54:42 AM
Vince Rosales vince.rosales@cybertech.com Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/16/2025 9:55:48 AM ID: 81b55504-f13c-473a-8724-45733a4d048d	DocuSigned by:  CA735515CC22465... Signature Adoption: Drawn on Device Using IP Address: 98.245.58.50	Sent: 6/16/2025 9:54:46 AM Viewed: 6/16/2025 9:55:48 AM Signed: 6/16/2025 12:03:42 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: 6/16/2025 1:18:12 PM ID: a2dba57d-b298-4d3c-8a3c-a48f448195f9	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/16/2025 12:03:45 PM Viewed: 6/16/2025 1:18:12 PM Signed: 6/16/2025 1:18:29 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: 6/16/2025 1:18:32 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Lauren Thoden lauren.thoden@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: 6/13/2025 1:21:14 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/16/2025 1:18:32 PM Viewed: 6/16/2025 2:10:03 PM

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		
Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/13/2025 7:15:49 AM ID: c5c90e38-05b8-46ef-a33e-cc7a6ebf93e9		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/13/2025 1:14:54 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.

File #: ID 25-1240, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8758 Mental Health and Wellbeing Program for the Human Resources Department; and providing an effective date (RFP 8758).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 22, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8758 Mental Health and Wellbeing Program for the Human Resources Department; and providing an effective date (RFP 8758).

INFORMATION/BACKGROUND

The Purchasing Department, with the assistance of the Human Resources Department, solicited proposals for a Mental Health and Wellbeing Program. As part of the City of Denton's efforts to Build a Competitive Total Rewards strategy, staff aimed to explore enhanced behavioral health resources, including specialized services tailored for First Responders. The current contract with Responder Health, behavioral health services for first responders, expired in 2024. The City also currently offers a general Employee Assistance Program (EAP) through Optum. The solicitation included continuation of a standard EAP in addition to wellbeing coaching, critical incident support, and related training. The current provider, Optum, offers EAP services only and is in the final renewal term through December 31, 2026.

Due to budget constraints, the Fiscal Year 2025-26 Budget will not include expanded program services and will be re-evaluated as part of the budget process moving forward.

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 Mental Health and Wellbeing Program for the Human Resources 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: Misty Hambright, 940-349-8573.

Legal point of contact: Marcella Lunn 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 8758 MENTAL HEALTH AND WELLBEING PROGRAM FOR THE HUMAN RESOURCES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE (RFP 8758).

WHEREAS, the City has solicited, received, and tabulated competitive proposals to evaluate Mental Health and Wellbeing Program (RFP 8758) 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 8758 – Mental Health and Wellbeing Program) 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 8758.

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 8758 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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

File #: ID 25-1256, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Ferguson Enterprises, LLC, as primary vendor for Sections A-P and R, Core & Main LP as the secondary vendor for Sections A-N and R, and Metron Farnier, LLC, as primary vendor for Section Q, for the purchase of water and wastewater inventory parts to be stocked in the City of Denton Warehouse; providing for the expenditure of funds therefor; and providing an effective date (RFP 8788 - awarded to Ferguson Enterprises, LLC, Core & Main LP, and Metron Farnier, 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 $12,000,000.00).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 22, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Ferguson Enterprises, LLC, as primary vendor for Sections A-P and R, Core & Main LP as the secondary vendor for Sections A-N and R, and Metron Farnier, LLC, as primary vendor for Section Q, for the purchase of water and wastewater inventory parts to be stocked in the City of Denton Warehouse; providing for the expenditure of funds therefor; and providing an effective date (RFP 8788 – awarded to Ferguson Enterprises, LLC, Core & Main LP, and Metron Farnier, 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 $12,000,000.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

This Request for Proposal (RFP) is for the supply of items that are stocked in the Warehouse, for ease of accessibility, to be used by the Water and Wastewater Departments in their daily operations, and for repair and maintenance of their distribution and collection systems. Materials will be ordered on an as-needed basis to maintain appropriate stocking levels in the Warehouse. These commodities are deemed common stock items and will be funded out of the Distribution Center Working Capital account, stocked in the Warehouse, and charged back to the using department as needed.

Project Description	Estimated 5-Year Expenditure
Year 1	$2,400,000
Year 2	2,400,000
Year 3	2,400,000
Year 4	2,400,000
Year 5	2,400,000
Total	**$12,000,000**

Request for Proposals was sent to 282 prospective suppliers, including three (3) Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Six (6) proposals were received, references were checked, and proposals were evaluated based upon published criteria including price, delivery, compliance with specifications, and

probable performance. Best and Final Offers (BAFO) were requested from all firms. Staff recommends awarding to a primary and secondary vendor as follows.

Section	Description	Primary	Secondary
Section A	DUCTILE IRON – C110 FULL BODY DOMESTIC ONLY	Ferguson	Core & Main
Section B	BRASS ADAPTERS AND FITTINGS	Ferguson	Core & Main
Section C	PVC, ADAPTERS, BENDS, CONNECTORS	Ferguson	Core & Main
Section D	PVC PIPE; WATER AND SEWER	Ferguson	Core & Main
Section E	WATER METER BOXES, SEWER BOXES	Ferguson	Core & Main
Section F	MANHOLE LIDS, RINGS, AND RISERS	Ferguson	Core & Main
Section G	FIRE HYDRANTS, EXTENSIONS AND REPAIR KITS	Ferguson	Core & Main
Section H	BELL JOINT LEAK CLAMPS	Ferguson	Core & Main
Section I	REPAIR CLAMPS, ETC.	Ferguson	Core & Main
Section J	FLANGE PKS/MJ GLAND PKS, MEG-A-LUG GLAND PACKS	Ferguson	Core & Main
Section K	BRASS TAPPING SADDLES	Ferguson	Core & Main
Section L	STAINLESS STEEL TAPPING SLEEVES	Ferguson	Core & Main
Section M	GATE VALVES, BALL VALVES, STOPS	Ferguson	Core & Main
Section N	METER RESETTERS	Ferguson	Core & Main
Section O	WATER METER VAULT HATCHWAYS	Ferguson Waterworks	
Section P	VALVE BOXES AND VALVE BOX EXTENSIONS	Ferguson Waterworks	
Section Q	METRON METERS AND REPAIR PARTS	Metron Farnier	
Section R	MISCELLANEOUS INVENTORY	Ferguson	Core & Main

NIGP Code Used for Solicitation:	890 – Water Supply, Groundwater, Sewage Treatment, and Related Equipment
Notifications sent for Solicitation sent in IonWave:	282
Number of Suppliers that viewed Solicitation in IonWave:	56
HUB-Historically Underutilized Business Invitations sent out:	16
SBE-Small Business Enterprise Invitations sent out:	90
Responses from Solicitation:	6

RECOMMENDATION

Award a contract with Ferguson Enterprises, LLC, Core & Main LP, and Metron Farnier, LLC, for the purchase of water and wastewater inventory parts to be stocked in the City of Denton Warehouse, 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 $12,000,000.

PRINCIPAL PLACE OF BUSINESS

Ferguson Enterprises, LLC
Denton, TX

Core & Main LP
Krugerville, TX

Metron Farnier, LLC
Boulder, CO

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.

FISCAL INFORMATION

These items will be funded from Warehouse Working Capital account, stocked in the Warehouse, and charged back to the using department as needed. The budgeted amount for this item is $12,000,000. 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: Pricing Evaluation
Exhibit 3: Ordinance and Contract

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

For information concerning this acquisition, contact: Keith Kading, 940-349-7178.

Legal point of contact: Marcella Lunn at 940-349-8333.

Exhibit 2
RFP 8788 - Pricing Evaluation for Water and Wastewater Inventory

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, L.P.		North Texas Winwater		Consolidated Pipe & Supply	
						Euless, TX		Dallas, TX		Anna, TX		Fort Worth, TX	
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
2	**SECTION A: DUCTILE IRON - C110 FULL BODY DOMESTIC ONLY**												
3	BEND DUCTILE MJXMJ 8inch(s)X 11 1/4 DUCTILE C110, FULL BODY, TYLER	Tyler Union	8-C110-MJ-11 1/4	5	EA	**$516.67**	**$2,583.35**	**$503.00**	**$2,515.00**	$495.65	$2,478.25	$539.13	$2,695.65
4	BEND, DUCTILE 6inch(s) X 22 1/2	Tyler Union	6-C110-MJ-22 1/2	5	EA	**$348.75**	**$1,743.75**	**$339.00**	**$1,695.00**	$363.04	$1,815.20	$363.91	$1,819.55
5	BEND, DUCTILE 6inch(s) X 90 DEG MJ	Tyler Union	6-C110-MJ-90 DEG MJ	15	EA	**$342.29**	**$5,134.35**	**$334.00**	**$5,010.00**	$357.17	$5,357.55	$357.17	$5,357.55
6	BEND, DUCTILE 6inch(s)X45 CAST IRON	Tyler Union	6-C110-MJ-45	40	EA	**$296.28**	**$11,851.20**	**$288.00**	**$11,520.00**	$309.16	$12,366.40	$309.16	$12,366.40
7	BEND, DUCTILE 8inch(s) MJ 90 DEG C110 FULL BODY DOMESTIC	Tyler Union	8-C110-MJ-90	10	EA	**$667.64**	**$6,676.40**	**$650.00**	**$6,500.00**	$696.66	$6,966.60	$696.66	$6,966.60
8	BEND, DUCTILE 8inch(s)X22 1/2 C.I.	Tyler Union	8-C110-MJ-22 1/2	10	EA	**$540.08**	**$5,400.80**	**$525.00**	**$5,250.00**	$563.57	$5,635.70	$563.57	$5,635.70
9	BEND, DUCTILE 8inch(s)X45 CAST IRON TYLER DUCTILE 8X45	Tyler Union	8-C110-MJ-45	30	EA	**$433.52**	**$13,005.60**	**$422.00**	**$12,660.00**	$452.37	$13,571.10	$452.37	$13,571.10
10	BEND, DUCTILE 90 12inch(s) MJ C110 FULL BODY DOMESTIC	Tyler Union	12-C110-MJ-90	5	EA	**$1,307.81**	**$6,539.05**	**$1,270.00**	**$6,350.00**	$1,364.67	$6,823.35	$1,364.67	$6,823.35
11	BEND DUCTILE 11 1/4 X 12inch(s)^ MJ DOMESTIC C110	Tyler Union	12-C110-MJ-11 1/4	5	EA	**$1,040.60**	**$5,203.00**	**$1,010.00**	**$5,050.00**	$1,085.85	$5,429.25	$1,085.85	$5,429.25
12	BEND,DUCTILE 12inch(s) X 22 1/2 C.I	Tyler Union	12-C110-MJ-22 1/2	10	EA	**$1,040.60**	**$10,406.00**	**$1,010.00**	**$10,100.00**	$1,130.49	$11,304.90	$1,130.49	$11,304.90
13	BEND,DUCTILE 12inch(s)X45 CAST IRON	Tyler Union	12-C110-MJ-45	15	EA	**$1,083.39**	**$16,250.85**	**$1,055.00**	**$15,825.00**	$1,130.49	$16,957.35	$1,130.49	$16,957.35
14	BLIND FLANGE 10inch(s) C110 USA P401	Tyler Union	FLG-10-BLND	2	EA	**$284.98**	**$569.96**	**$722.00**	**$1,444.00**	$773.32	$1,546.64	$773.32	$1,546.64
15	BLIND FLANGE 16inch(s) C110 USA P401	Tyler Union	FLG-16-BLND	2	EA	**$786.48**	**$1,572.96**	**$2,105.00**	**$4,210.00**	$2,254.98	$4,509.96	$2,255.09	$4,510.18
16	PIPE CAP MJ 12inch(s)	Tyler Union	CAP-12-MJ	10	EA	**$314.84**	**$3,148.40**	**$305.00**	**$3,050.00**	$328.53	$3,285.30	$328.53	$3,285.30
17	PIPE CAP MJ 8inch(s)	Tyler Union	CAP-8-MJ	20	EA	**$179.18**	**$3,583.60**	**$174.50**	**$3,490.00**	$187.02	$3,740.40	$187.01	$3,740.20
18	PIPE, CAP MJ 4inch(s)	Tyler Union	CAP-4-MJ	5	EA	**$83.96**	**$419.80**	**$82.00**	**$410.00**	$87.61	$438.05	$87.61	$438.05
19	PIPE, CAP MJ 6inch(s)	Tyler Union	CAP-6-MJ	35	EA	**$129.17**	**$4,520.95**	**$125.75**	**$4,401.25**	$134.78	$4,717.30	$134.78	$4,717.30
20	PLUG,PUSH IN FOR 8inch(s) DUCTILE	Tyler Union	PIP-8	5	EA	**$186.49**	**$932.45**	**$181.50**	**$907.50**	$194.60	$973.00	$194.60	$973.00
21	PLUG,PUSH IN FOR 12inch(s) DUCTILE +	Tyler Union	PIP-12	2	EA	**$347.14**	**$694.28**	**$338.00**	**$676.00**	$362.23	$724.46	$362.23	$724.46
22	PLUG,PUSH IN FOR 6inch(s) DUCTILE +	Tyler Union	PIP-6	5	EA	**$104.15**	**$520.75**	**$101.50**	**$507.50**	$108.67	$543.35	$108.67	$543.35
23	REDUCER, MJ DUCTILE 12inch(s)X8inch(s) DOMESTIC C110	Tyler Union	12X8-RED-C110-MJ	2	EA	**$885.61**	**$1,771.22**	**$863.00**	**$1,726.00**	$924.11	$1,848.22	$924.11	$1,848.22
24	REDUCER, MJXMJ 6inch(s)X4inch(s) TYLER, C-110 FULL BODY	Tyler Union	6X4-RED-C110-MJ	5	EA	**$325.34**	**$1,626.70**	**$317.00**	**$1,585.00**	$339.49	$1,697.45	$339.49	$1,697.45
25	REDUCER, MJ DUCTILE 8inch(s) X 6 MJ X MJ, C110, DOMESTIC	Tyler Union	8X6-RED-C110-MJ	15	EA	**$481.96**	**$7,229.40**	**$469.00**	**$7,035.00**	$502.91	$7,543.65	$502.91	$7,543.65
26	SLEEVE, SOLID MJ 12inch(s) X 12inch(s)	Tyler Union	12X12-SLV-C110-SOL	15	EA	**$773.39**	**$11,600.85**	**$753.00**	**$11,295.00**	$807.01	$12,105.15	$807.01	$12,105.15
27	SLEEVE, SOLID MJ 3inch(s) X 12inch(s) ^ DOMESTIC C110	Tyler Union	3X12-SLV-C110-SOL	2	EA	**$230.89**	**$461.78**	**$225.00**	**$450.00**	$240.92	$481.84	$240.92	$481.84
28	SLEEVE, SOLID MJ 4inch(s) X 12inch(s)	Tyler Union	4X12-SLV-C110-SOL	10	EA	**$230.89**	**$2,308.90**	**$225.00**	**$2,250.00**	$240.92	$2,409.20	$240.92	$2,409.20
29	SLEEVE, SOLID MJ 6inch(s) X 12inch(s)	Tyler Union	6X12-SLV-C110-SOL	30	EA	**$256.72**	**$7,701.60**	**$250.00**	**$7,500.00**	$267.88	$8,036.40	$267.88	$8,036.40
30	SLEEVE, SOLID MJ 8inch(s) X 12inch(s)	Tyler Union	8X12-SLV-C110-SOL	30	EA	**$334.22**	**$10,026.60**	**$325.00**	**$9,750.00**	$348.75	$10,462.50	$348.75	$10,462.50
31	TEE 8inch(s)X8inch(s)X8inch(s) MJXFLXMJ TYLER, C-110 DOMESTIC	Tyler Union	8X8-TEE-C110-MJXFL	10	EA	**$945.34**	**$9,453.40**	**$921.00**	**$9,210.00**	$986.45	$9,864.50	$986.45	$9,864.50
32	TEE, 12X12X12 (MJXFLXMJ)	Tyler Union	12X12-TEE-C110-MJXFL	5	EA	**$2,072.32**	**$10,361.60**	**$2,020.00**	**$10,100.00**	$2,162.42	$10,812.10	$2,162.42	$10,812.10
33	TEE, 12X12X8 (MJXMJXFL) DI DOMESTIC C110	Tyler Union	12X8-TEE-C110-MJXFL	10	EA	**$1,812.38**	**$18,123.80**	**$1,766.00**	**$17,660.00**	$1,891.17	$18,911.70	$1,891.17	$18,911.70
34	TEE, 12X6X12 (MJXFLXMJ)	Tyler Union	12X6-TEE-C110-MJXFL	30	EA	**$1,799.46**	**$53,983.80**	**$1,753.00**	**$52,590.00**	$1,877.70	$56,331.00	$1,877.70	$56,331.00
35	TEE, 6 x 6 x 6 (MJ X FL X MJ)	Tyler Union	6X6-TEE-C110-MJXFL	5	EA	**$596.59**	**$2,982.95**	**$581.50**	**$2,907.50**	$622.53	$3,112.65	$622.53	$3,112.65
36	TEE, 8X6X8 (MJXFLXMJ)	Tyler Union	8X6-TEE-C110-MJXFL	25	EA	**$832.32**	**$20,808.00**	**$811.00**	**$20,275.00**	$868.51	$21,712.75	$800.00	$20,000.00
37	TEE, 12X12X12 (MJXMJXMJ) ^ DOMESTIC C110	Tyler Union	12X12-TEE-C110-MJXMJ	2	EA	**$2,189.38**	**$4,378.76**	**$2,133.00**	**$4,266.00**	$2,284.56	$4,569.12	$2,284.57	$4,569.14
38	TEE, 16x16x16 (MJxFLxMJ) DI ^ DOMESTIC C110	Tyler Union	16X16-TEE-C110-MJXFL	2	EA	**$3,921.02**	**$7,842.04**	**$3,821.00**	**$7,642.00**	$4,091.50	$8,183.00	$4,091.50	$8,183.00
39	TEE, FLANGE 12inch(s)X12inch(s)X4inch(s) ^ DOMESTIC C110, FULL BODY	Tyler Union	12X4-TEE-C110-MJXFL	2	EA	**$1,730.84**	**$3,461.68**	**$1,687.00**	**$3,374.00**	$1,806.09	$3,612.18	$1,806.09	$3,612.18
40	VALVE PLUG M.J. 4inch(s)	Tyler Union	MJ-4-PLG	5	EA	**$70.24**	**$351.20**	**$68.50**	**$342.50**	$73.29	$366.45	$73.29	$366.45
41	VALVE PLUG MJ 6inch(s)	Tyler Union	MJ-6-PLG	10	EA	**$104.15**	**$1,041.50**	**$101.50**	**$1,015.00**	$108.67	$1,086.70	$108.67	$1,086.70
42	VALVE PLUG MJ 8inch(s)	Tyler Union	MJ-8-PLG	5	EA	**$186.49**	**$932.45**	**$181.50**	**$907.50**	$194.60	$973.00	$194.60	$973.00
43	Discount off List Price for Special Order Items in this category not mentioned above.					**15.0%**		**10.0%**		10.0%		12.0%	
					Section A Total:	**$277,205.73**		**$273,451.75**		$293,303.67		$291,812.71	

Evaluation

Item #	**Scoring Criteria**	**Ferguson Enterprises, LLC**	**Core & Main, LP**	North Texas Winwater	Consolidated Pipe & Supply
1	Schedule - 20%	**20.00**	**20.00**	15.00	15.00
2	Specifications - 30%	**30.00**	**30.00**	30.00	30.00
3	Performance - 20%	**18.00**	**13.00**	18.00	12.00
4	Price - 30%	**29.59**	**30.00**	27.97	28.11
	Total Score:	**97.59**	**93.00**	90.97	85.11

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, LP		North Texas Winwater		Consolidated Pipe & Supply	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
44	**SECTION B: BRASS ADAPTERS AND FITTINGS ; Brass fittings for water service shall conform to AWWA C800 standards. ; Potable water only. Irrigation brass is not acceptable. Ford, Mueller, Merit Brass Acceptable**												
45	ADAPTER, METER 3/4inch(s) X 1	Mueller	H-10879-254N	1100	PR	**$27.93**	**$30,723.00**	**$27.49**	**$30,239.00**				
45 ALT1	ADAPTER, METER 3/4inch(s) X 1	AY MCDONALD	710J34KIT 5137-286	1100	PR					$22.25	$24,475.00	$22.25	$24,475.00
46	ANGLE BALL VALVE 2inch(s), FLNG-IP	Ford	BFA13-777W	5	EA	**$296.16**	**$1,480.80**	**$270.35**	**$1,351.75**				
46 ALT1	ANGLE BALL VALVE 2inch(s), FLNG-IP	AY MCDONALD	74604B 5133-142	5	EA					$309.82	$1,549.10	$309.82	$1,549.10
47	CONNECTOR ELL, 2inch(s) 90DEG PJXPJ+	Ford	L44-77-NL	10	EA	**$218.90**	**$2,189.00**	**$197.48**	**$1,974.80**				
47 ALT1	CONNECTOR ELL, 2inch(s) 90DEG PJXPJ+	AY MCDONALD	74761-22 5122-156	10	EA					$229.00	$2,290.00	$229.00	$2,290.00
48	CONNECTOR WATER 1 1/2inch(s) MIP-PJ	Ford	C84-66-NL	20	EA	**$54.07**	**$1,081.40**	**$48.74**	**$974.80**				
48 ALT1	CONNECTOR WATER 1 1/2inch(s) MIP-PJ	AY MCDONALD	74753-22 5141-168	20	EA					$56.57	$1,697.10	$56.57	$1,697.10
49	CONNECTOR WATER 1 1/2inch(s) PJ-PJ	Ford	C44-66-NL	15	EA	**$77.70**	**$1,165.50**	**$69.99**	**$1,049.85**				
49 ALT1	CONNECTOR WATER 1 1/2inch(s) PJ-PJ	AY MCDONALD	74758-22 5141-170	15	EA					$81.25	$406.25	$81.25	$406.25
50	CONNECTOR WATER 1inch(s) MIP-PJ	Ford	C84-44-NL	110	EA	**$19.74**	**$2,171.40**	**$17.65**	**$1,941.50**				
50 ALT1	CONNECTOR WATER 1inch(s) MIP-PJ	AY MCDONALD	74753-22 5141- 129	110	EA					$20.66	$309.90	$20.66	$309.90
51	CONNECTOR WATER 1inch(s) PJ-PJ	Ford	C44-44-NL	70	EA	**$23.22**	**$1,625.40**	**$19.85**	**$1,389.50**				
51 ALT1	CONNECTOR WATER 1inch(s) PJ-PJ	AY MCDONALD	74758-22 5141-134	70	EA					$23.77	$47.54	$24.28	$48.56
52	CONNECTOR WATER 2inch(s) MIP-PJ	Ford	C84-77-NL	150	EA	**$78.78**	**$11,817.00**	**$71.05**	**$10,657.50**				
52 ALT1	CONNECTOR WATER 2inch(s) MIP-PJ	AY MCDONALD	74753-22 5141-181	150	EA					$82.41	$1,648.20	$82.41	$1,648.20
53	CONNECTOR WATER 2inch(s) PJ-PJ	Ford	C44-77-NL	25	EA	**$104.88**	**$2,622.00**	**$94.59**	**$2,364.75**				
53 ALT1	CONNECTOR WATER 2inch(s) PJ-PJ	AY MCDONALD	74758-22 5141-183	25	EA					$109.73	$3,840.55	$109.73	$3,840.55
54	CONNECTOR WATER 3/4inch(s) IP-PJ	Ford	C84-33NL	150	EA	**$16.67**	**$2,500.50**	**$14.93**	**$2,239.50**				
54 ALT1	CONNECTOR WATER 3/4inch(s) IP-PJ	AY MCDONALD	74753-22 5140-106	150	EA					$17.43	$34.86	$17.43	$34.86
55	CONNECTOR WATER 3/4inch(s) PJ-PJ	Ford	C44-33-NL	80	EA	**$20.30**	**$1,624.00**	**$18.19**	**$1,455.20**				
55 ALT1	CONNECTOR WATER 3/4inch(s) PJ-PJ	AY MCDONALD	74758-22 5140-111	80	EA					$21.23	$42.46	$21.23	$42.46
56	COUPLING BRASS,1 1/2inch(s) FEMALE	Merit Brass	NL111-24	15	EA	**$39.54**	**$593.10**	**$38.39**	**$575.85**	$44.29	$664.35	$40.42	$606.30
57	COUPLING BRASS,2inch(s) FEMALE	Merit Brass	NL111-32	20	EA	**$65.38**	**$1,307.60**	**$63.50**	**$1,270.00**	$73.22	$1,464.40	$66.83	$1,336.60
58	COUPLING METER 2 BOLT 1 1/2inch(s)	Smith Blair	926000002500000	100	EA	**$50.87**	**$5,087.00**	**$53.80**	**$5,380.00**	$63.16	$6,316.00	$83.15	$8,315.00
59	COUPLING METER 2 BOLT 2inch(s)	Smith Blair	926000001900000	150	EA	**$61.68**	**$9,252.00**	**$65.20**	**$9,780.00**	$52.09	$7,813.50	$68.57	$10,285.50
60	COUPLING METER EXPANSION 3/4inch(s)	Mueller	H-14234-250N	25	EA	**$19.80**	**$495.00**	**$19.30**	**$482.50**				
60 ALT1	COUPLING METER EXPANSION 3/4inch(s)	AY MC DONALD	714-2FHG 5139-035	25	EA					$25.15	$754.50	$25.15	$754.50
61	COUPLING, BRASS, 1inch(s) FIP-FIP	Merit Brass	NL111-16	35	EA	**$18.21**	**$637.35**	**$17.64**	**$617.40**	$20.39	$713.65	$18.61	$651.35
62	COUPLING, BRASS, 3/4inch(s) FEMALE	Merit Brass	NL111-12	80	EA	**$10.67**	**$853.60**	**$10.35**	**$828.00**	$11.96	$956.80	$10.91	$872.80
63	ELBOW, BRASS 3/4inch(s) X 90	Merit Brass	NL101-12	25	EA	**$12.15**	**$303.75**	**$11.79**	**$294.75**	$13.62	$340.50	$12.42	$310.50
64	ELBOW,BRASS 2inch(s) X 45	Merrit Brass	NL101-32	15	EA	**$69.50**	**$1,042.50**	**$67.49**	**$1,012.35**	$77.84	$1,167.60	$70.00	$1,050.00
65	ELBOW,BRASS, 1inch(s) X 90 F-F	Merit Brass	NL101-16	30	EA	**$19.77**	**$593.10**	**$19.19**	**$575.70**	$22.14	$664.20	$20.21	$606.30
66	ELBOW,BRASS, 1.5inch(s) X 90	Merit Brass	NL101-24	10	EA	**$46.65**	**$466.50**	**$45.25**	**$452.50**	$52.25	$522.50	$47.68	$476.80
67	ELBOW,BRASS, 2inch(s) X 90	Merit Brass	NL101-32	40	EA	**$69.50**	**$2,780.00**	**$67.50**	**$2,700.00**	$77.84	$3,113.60	$69.93	$2,797.20
68	FLANGE ADAPTER METER 1.5inch(s) BRAS	Mueller	H-10129-H-500N	5	EA	**$45.86**	**$229.30**	**$44.69**	**$223.45**				
68 ALT1	FLANGE ADAPTER METER 1.5inch(s) BRAS	AY MCDONALD	7610F 5133-124	5	EA					$60.48	$120.96	$65.82	$131.64
69	FLANGE ADAPTER, METER 2inch(s) BRASS	Mueller	H-10129-H-550N	30	EA	**$59.87**	**$1,796.10**	**$58.34**	**$1,750.20**				
69 ALT1	FLANGE ADAPTER, METER 2inch(s) BRASS	AY MCDONALD	7610F 5133-125	30	EA					$65.81	$329.05	$67.28	$336.40
70	KEY, WATER METER BOX , BRASS	Bass & Hays	BKEY52	100	EA	**$15.10**	**$1,510.00**	**$14.69**	**$1,469.00**	$15.76	$1,576.00	$16.11	$1,611.00
71	KEY, WATER METER BOX LONG BRASS +	Bass & Hays	BKEY16	100	EA	**$48.55**	**$4,855.00**	**$47.30**	**$4,730.00**	$50.66	$5,066.00	$51.79	$5,179.00
72	NIPPLE METER,BRASS, 1X2.5inch(s)	Ford	C38-44-2-625-NL	100	EA	**$16.67**	**$1,667.00**	**$10.64**	**$1,064.00**				
72 ALT1	NIPPLE METER,BRASS, 1X2.5inch(s)	AY MCDONALD	74620 5124-111	100	EA					$17.43	$0.00	$17.82	$0.00
73	NIPPLE METER,BRASS, 1X3inch(s)	Ford	C38-44-3.5-NL	40	EA	**$21.96**	**$878.40**	**$38.66**	**$1,546.40**			No Bid	
73 ALT1	NIPPLE METER,BRASS, 1X3inch(s)	AY MCDONALD	74620 5123-144	40	EA					$22.60	$0.00	$23.10	$0.00
74	NIPPLE METER,BRASS, 1X8.5inch(s)	Ford	C38-44-3-5-NL	50	EA	**$27.88**	**$1,394.00**	**$32.54**	**$1,627.00**				
74 ALT1	NIPPLE METER,BRASS, 1X8.5inch(s)	AY MCDONALD	74620 5132-350	50	EA					$39.46	$0.00	$39.46	$0.00
75	NIPPLE METER,BRASS, 3/4inch(s)X2.5inch(s)	Ford	C38-44-8-5-NL	60	EA	**$10.82**	**$649.20**	**$6.48**	**$388.80**				
75 ALT1	NIPPLE METER,BRASS, 3/4inch(s)X2.5inch(s)	AY MCDONALD	74620 5142-110	60	EA					$11.32	$0.00	$11.57	$0.00
76	NIPPLE METER,BRASS, 3/4X3inch(s)	Ford	C38-23-3-NL	55	EA	**$13.13**	**$722.15**	**$6.84**	**$376.20**				
76 ALT1	NIPPLE METER,BRASS, 3/4X3inch(s)	AY MCDONALD	74620 5124-079	55	EA					$13.73	$0.00	$14.03	$0.00
77	NIPPLE METER,BRASS, 3/4X8.5inch(s)	Ford	C38-23-8-5-NL	950	EA	**$27.88**	**$26,486.00**	**$26.54**	**$25,213.00**				
77 ALT1	NIPPLE METER,BRASS, 3/4X8.5inch(s)	AY MCDONALD	74620 5124-760	950	EA					$29.16	$0.00	$29.16	$0.00
78	NIPPLE, BRASS, 1inch(s) ALL THREAD	Merit Brass	2016-001	40	EA	**$3.69**	**$147.60**	**$3.73**	**$149.20**	$4.04	$161.60	$3.69	$147.60
79	NIPPLE, BRASS 1inch(s) X 4inch(s)	Merit Brass	2016-400	30	EA	**$7.83**	**$234.90**	**$7.94**	**$238.20**	$8.58	$257.40	$7.83	$234.90
80	NIPPLE, BRASS 3/4inch(s) X 2inch(s)	Merit Brass	2012-200	30	EA	**$3.16**	**$94.80**	**$3.19**	**$95.70**	$3.45	$103.50	$3.16	$94.80
81	NIPPLE, BRASS,2inch(s)X2inch(s) ALLTHREAD	Merit Brass	2132-001	50	EA	**$10.84**	**$542.00**	**$10.99**	**$549.50**	$10.01	$500.50	$10.23	$511.50
82	NIPPLE,BRASS, 1 1/2inch(s)X6inch(s)	Merit Brass	2124-600	25	EA	**$18.93**	**$473.25**	**$19.19**	**$479.75**	$17.48	$437.00	$17.88	$447.00
83	NIPPLE,BRASS, 1inch(s) X 2inch(s)	Merit Brass	2016-200	25	EA	**$4.56**	**$114.00**	**$4.75**	**$118.75**	$4.96	$124.00	$4.56	$114.00
84	NIPPLE,BRASS, 1inch(s)X 6inch(s)	Merit Brass	2016-600	15	EA	**$11.53**	**$172.95**	**$11.69**	**$175.35**	$12.64	$189.60	$11.53	$172.95
85	NIPPLE,BRASS, 1.5inch(s) X 2inch(s)	Merit Brass	2024-200	15	EA	**$7.66**	**$114.90**	**$7.75**	**$116.25**	$8.39	$125.85	$7.66	$114.90
86	NIPPLE,BRASS, 1.5inch(s) X 4inch(s)	Merit Brass	2024-400	20	EA	**$12.81**	**$256.20**	**$12.99**	**$259.80**	$14.04	$280.80	$12.83	$256.60
87	NIPPLE,BRASS, 2inch(s)X4inch(s)	Merit Brass	2132-400	40	EA	**$16.49**	**$659.60**	**$16.69**	**$667.60**	$18.07	$722.80	$16.49	$659.60
88	NIPPLE,BRASS, 2inch(s)X6inch(s)	Merit Brass	2132-600	60	EA	**$24.35**	**$1,461.00**	**$24.69**	**$1,481.40**	$26.67	$1,600.20	$24.34	$1,460.40
89	NIPPLE,BRASS, 3/4inch(s) ALLTHREAD 3/4 XCL STD BRASS NIPPLE	Merit Brass	2112-001	15	EA	**$2.50**	**$37.50**	**$2.54**	**$38.10**	$2.74	$41.10	$2.50	$37.50
90	NIPPLE,BRASS, 3/4inch(s) X 4inch(s)	Merit Brass	2112-400	20	EA	**$5.41**	**$108.20**	**$5.49**	**$109.80**	$5.93	$118.60	$5.41	$108.20
91	NIPPLE,BRASS, 3/4inch(s) X 6inch(s)	Merit Brass	2112-600	10	EA	**$7.90**	**$79.00**	**$7.99**	**$79.90**	$8.66	$86.60	$7.90	$79.00
92	NUT & GASKET ASSY, 1inch(s) PJ	Ford	NG-FF4	40	EA	**$7.51**	**$300.40**	**$8.59**	**$343.60**	No Bid	$412.80	$10.32	$412.80
93	PLUG BRASS 1inch(s)	Merit Brass	NL117-16	10	EA	**$12.15**	**$121.50**	**$11.81**	**$118.10**	$13.62	$136.20	$12.42	$1
94	PLUG BRASS 2inch(s)	Merit Brass	NL117-32	5	EA	**$34.93**	**$174.65**	**$33.93**	**$169.65**	$39.13	$195.65	$35.71	$1

Exhibit 2
RFP 8788 - Pricing Evaluation for Water and Wastewater Inventory

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, LP		North Texas Winwater		Consolidated Pipe & Supply	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
44	**SECTION B: BRASS ADAPTERS AND FITTINGS ; Brass fittings for water service shall conform to AWWA C800 standards. ; Potable water only. Irrigation brass is not acceptable. Ford, Mueller, Merit Brass Acceptable**												
95	PLUG BRASS 3/4inch(s)	Merit Brass	NL117-12	10	EA	**$7.29**	**$72.90**	**$7.39**	**$73.90**	$8.52	$85.20	$7.78	$77.80
96	PLUG BRASS 1 1/2inch(s) +	Merit Brass	NL117-24	5	EA	**$21.29**	**$106.45**	**$20.69**	**$103.45**	$23.84	$119.20	$21.78	$108.90
97	PLUG BRASS 3inch(s)	Merit Brass	NL117-48	10	EA	**$94.23**	**$942.30**	**$91.49**	**$914.90**	$105.53	$1,055.30	$96.23	$962.30
98	PLUG BRASS 4inch(s)	Merit Brass	NL117-64	10	EA	**$172.59**	**$1,725.90**	**$171.29**	**$1,712.90**	$197.50	$1,975.00	$180.26	$1,802.60
99	PLUNGER, METER BOX LID	Bass & Hays	PLUNGER51	75	EA	**$13.80**	**$1,035.00**	**$13.46**	**$1,009.50**	$15.28	$1,146.00	$15.00	$1,125.00
100	REDUCER BELL BRASS 1inch(s)X3/4inch(s)	Merit Brass	NL112-1612	25	EA	**$20.62**	**$515.50**	**$19.99**	**$499.75**	$23.09	$577.25	$21.08	$527.00
101	REDUCER BUSHING,BRASS, 2inch(s)X1inch(s)	Merit Brass	NL114-3216	50	EA	**$33.29**	**$1,664.50**	**$32.29**	**$1,614.50**	$37.05	$1,852.50	$34.03	$1,701.50
102	REDUCER BUSHING,BRASS,1inch(s)X3/4inch(s) FEMALE TO MALE	Merit Brass	NL114-1612	25	EA	**$11.14**	**$278.50**	**$10.79**	**$269.75**	$12.47	$311.75	$11.39	$284.75
103	REDUCER BUSHING,BRASS,2inch(s)X1.5inch(s)	Merit Brass	NL114-3224	10	EA	**$33.29**	**$332.90**	**$32.35**	**$323.50**	$37.05	$370.50	$34.03	$340.30
104	REDUCER BUSHNG BRASS 3/4X1/2inch(s)	Merit Brass	NL114-1208	5	EA	**$9.72**	**$48.60**	**$9.45**	**$47.25**	$10.88	$54.40	$9.93	$49.65
105	REDUCER BUSHNG,BRASS 1.5X3/4inch(s)	Merit Brass	NL114-2412	5	EA	**$26.99**	**$134.95**	**$26.19**	**$130.95**	$30.22	$151.10	$27.59	$137.95
106	REDUCER BUSHNG,BRASS, 1.5inch(s)X1inch(s)	Merit Brass	NL114-2416	5	EA	**$26.99**	**$134.95**	**$26.19**	**$130.95**	$30.22	$151.10	$27.59	$137.95
107	REDUCER BUSHNG,BRASS, 2inch(s)X3/4inch(s)	Merit Brass	NL114-3212	10	EA	**$33.29**	**$332.90**	**$32.35**	**$323.50**	$37.29	$372.90	$34.06	$340.60
108	TEE, BRASS, 1inch(s)	Merit Brass	NL106-16	15	EA	**$31.59**	**$473.85**	**$30.69**	**$460.35**	$35.37	$530.55	$32.29	$484.35
109	TEE, BRASS, 2inch(s)	Merit Brass	NL106-32	25	EA	**$88.20**	**$2,205.00**	**$85.69**	**$2,142.25**	$98.78	$2,469.50	$90.16	$2,254.00
110	TEE, BRASS, 3/4inch(s)	Merit Brass	NL106-12	5	EA	**$15.17**	**$75.85**	**$14.69**	**$73.45**	$16.99	$84.95	$15.51	$77.55
111	UNION, BRASS, 2inch(s)	Merit Brass	NL187-32	2	EA	**$135.51**	**$271.02**	**$131.69**	**$263.38**	$151.77	$303.54	$138.52	$277.04
112	Discount off List Price for Special Order Items in this category not mentioned above.					**42.0%**		**10.0%**		10.0%		0.0%	
					Section B Total:	**$138,042.17**		**$133,280.13**		$85,029.51		$87,506.61	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP	North Texas Winwater	Consolidated Pipe & Supply
1	Schedule - 20%	**20.00**	**20.00**	15.00	15.00
2	Specifications - 30%	**30.00**	**30.00**	30.00	30.00
3	Performance - 20%	**18.00**	**13.00**	18.00	12.00
4	Price - 30%	**28.97**	**30.00**	28.94	28.39
	Total Score:	**96.97**	**93.00**	91.94	85.39

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, LP		Consolidated Pipe & Supply		North Texas Winwater	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
113	**SECTION C: PVC, ADAPTERS, BENDS, CONNECTORS**												
114	ADAPTER 10inch(s)SDR-10inch(s)SDR35	GPK	156-ON10PK	5	EA	**$98.22**	**$491.10**	**$91.69**	**$458.45**	$79.60	$398.00	$86.60	$433.00
115	ADAPTER 4inch(s)SDR 35 - 4inch(s)SDR35	GPK	156ON4PK	450	EA	**$28.97**	**$13,036.50**	**$28.23**	**$12,703.50**	$24.49	$11,020.50	$23.55	$10,597.50
116	ADAPTER 6inch(s)SDR35-6inch(s)SDR35	GPK	156-ON6PK	70	EA	**$91.03**	**$6,372.10**	**$84.99**	**$5,949.30**	$73.78	$5,164.60	$44.84	$3,138.80
117	ADAPTER 8inch(s)SDR35-8inch(s) SDR35	GPK	156-ON8PK	40	EA	**$85.48**	**$3,419.20**	**$79.79**	**$3,191.60**	$69.28	$2,771.20	$66.58	$2,663.20
118	ADAPTER BUSHING, 4inch(s) DWV X SDR	Charlotte Pipe	PVC 118	30	EA	**$6.39**	**$191.70**	**$5.97**	**$179.10**	$6.53	$195.90		
118 ALT1	ADAPTER BUSHING, 4inch(s) DWV X SDR	MULTI FITTINGS	340342	30	EA							$6.68	$200.40
119	ADAPTER ECC. 10inch(s)C-10inch(s) SDR35	GPK	102-ON10PK	25	EA	**$88.51**	**$2,212.75**	**$82.68**	**$2,067.00**	$71.73	$1,793.25	$86.60	$2,165.00
120	ADAPTER ECC. 12inch(s)C-12inch(s) SDR35	GPK	102-ON12PK	5	EA	**$136.10**	**$680.50**	**$127.09**	**$635.45**	$112.00	$560.00	$106.01	$530.05
121	ADAPTER ECC. 4inch(s)C-4inch(s) SDR35	GPK	102-ON4PK	300	EA	**$33.52**	**$10,056.00**	**$31.31**	**$9,393.00**	$27.17	$8,151.00	$34.51	$10,353.00
122	ADAPTER ECC. 6inch(s)C-6inch(s)SDR35	GPK	102-ON6PK	200	EA	**$48.87**	**$9,774.00**	**$45.65**	**$9,130.00**	$39.61	$7,922.00	$58.52	$11,704.00
123	ADAPTER ECC. 8inch(s)C-8inch(s)SDR35	GPK	102-ON8PK	45	EA	**$67.24**	**$3,025.80**	**$62.81**	**$2,826.45**	$55.08	$2,478.60	$66.58	$2,996.10
124	ADAPTER, PVC FEMALE 3inch(s) SCH 40	Spears	SPEARS 435-030	10	EA	**$4.12**	**$41.20**	**$3.52**	**$35.20**	$21.52	$215.20		
124 ALT1	ADAPTER, PVC FEMALE 3inch(s) SCH 40	MULTI FITTINGS	435-030	10	EA							$3.93	$39.30
125	ADAPTER, PVC FEMALE 4inch(s) SCH 40	Spears	SPEARS 435-040	10	EA	**$6.82**	**$68.20**	**$5.82**	**$58.20**	$35.61	$356.10		
125 ALT1	ADAPTER, PVC FEMALE 4inch(s) SCH 40	MULTI FITTINGS	435-040	10	EA							$6.51	$65.10
126	BEND, 4inch(s) x 45 DEGREE BXB SDR 35	GPK	121-0004	35	EA	**$17.58**	**$615.30**	**$12.46**	**$436.10**	$15.78	$552.30	$13.94	$487.90
127	BEND, PVC 90 X 6inch(s) B X S	GPK	124-0006	5	EA	**$43.02**	**$215.10**	**$30.44**	**$152.20**	$38.60	$193.00	$34.07	$170.35
128	BEND, PVC 90 X 8inch(s) B x S	GPK	124-0008	5	EA	**$116.16**	**$580.80**	**$82.23**	**$411.15**	$104.21	$521.05	$92.03	$460.15
129	BEND, PVC, 22 1/2 X 4inch(s) BXB	GPK	117-0004	70	EA	**$17.57**	**$1,229.90**	**$12.42**	**$869.40**	$16.46	$1,152.20	$13.90	$973.00
130	BEND, PVC, 22 1/2 X 6inch(s) BXB +	GPK	117-0006	5	EA	**$34.59**	**$172.95**	**$24.49**	**$122.45**	$31.03	$155.15	$27.43	$137.15
131	BEND, PVC, 22 1/2 X 4inch(s) BXS	GPK	118-0004	175	EA	**$16.70**	**$2,922.50**	**$11.83**	**$2,070.25**	$14.98	$2,621.50	$13.24	$2,317.00
132	BEND, PVC, 22 1/2 X 6inch(s) BXS	GPK	118-0006	20	EA	**$32.84**	**$656.80**	**$23.25**	**$465.00**	$29.46	$589.20	$26.02	$520.40
133	BEND, PVC, 22 1/2 X 8inch(s) BXS	GPK	118-0008	5	EA	**$105.30**	**$526.50**	**$74.53**	**$372.65**	$94.48	$472.40	$83.42	$417.10
134	BEND, PVC, 45 X 4inch(s) BXS	GPK	122-0004	550	EA	**$15.16**	**$8,338.00**	**$11.19**	**$6,154.50**	$14.19	$7,804.50	$12.52	$6,886.00
135	BEND, PVC, 45 X 6inch(s) BXS	GPK	122-0006	80	EA	**$31.62**	**$2,529.60**	**$22.39**	**$1,791.20**	$28.37	$2,269.60	$25.06	$2,004.80
136	BEND, PVC, 45 X 8inch(s) BXS	GPK	122-0008	15	EA	**$95.41**	**$1,431.15**	**$67.54**	**$1,013.10**	$85.61	$1,284.15	$75.59	$1,133.85
137	CLEANOUT ADAPTER 4inch(s) FIPT X DWV(H SCH40 GPK327-0004	GPK	327-0004	110	EA	**$14.46**	**$1,590.60**	**$10.84**	**$1,192.40**	$10.73	$1,180.30	$12.14	$1,335.40
138	CLEANOUT ADAPTER 4inch(s) SDR35	GPK	227-0004	375	EA	**$8.44**	**$3,165.00**	**$5.97**	**$2,238.75**	$7.60	$2,850.00	$6.68	$2,505.00
139	CLEANOUT ADAPTER 6inch(s)	GPK	227-0006	20	EA	**$39.85**	**$797.00**	**$28.19**	**$563.80**	$35.74	$714.80	$31.57	$631.40
140	CLEANOUT PLUG 3	GPK	228-0003	40	EA	**$3.78**	**$151.20**	**$3.54**	**$141.60**	$3.70	$148.00	$3.95	$158.00
141	CLEANOUT PLUG 4inch(s)	GPK	228-0004	600	EA	**$5.11**	**$3,066.00**	**$3.64**	**$2,184.00**	$4.60	$2,760.00	$4.07	$2,442.00
142	CLEANOUT PLUG 6inch(s)	GPK	228-0006	35	EA	**$25.75**	**$901.25**	**$18.24**	**$638.40**	$23.11	$808.85	$20.42	$714.70
143	COUPLING, PVC, SEWER, 4inch(s) BXB +	GPK	306-0004	30	EA	**$29.10**	**$873.00**	**$15.39**	**$461.70**	$21.36	$640.80	$17.22	$516.60
144	INCREASER-REDUCER, 4X3 PVC DWV	Charlotte Pipe	PVC 102	25	EA	**$15.07**	**$376.75**	**$14.04**	**$351.00**	$14.74	$368.50	$15.75	$393.75
145	INSERTA TEE 4inch(s) SDR35 - 8inch(s)DR19	InsertaTee FatBoy	4P26FB8PE19	5	EA	**$121.39**	**$606.95**	**$115.85**	**$579.25**	$175.00	$875.00	$54.86	$274.30
146	INSERTA TEE 4inch(s) SDR35 - 8inch(s)DR21	InsertaTee FatBoy	4P26FB8PE21	5	EA	**$121.39**	**$606.95**	**$115.85**	**$579.25**	$95.00	$475.00	$26.30	$131.50
147	INSERTA TEE 6inch(s) SDR35 - 8inch(s)DR19	InsertaTee FatBoy	6P26FB8PE19	2	EA	**$139.65**	**$279.30**	**$133.25**	**$266.50**	$121.58	$243.16	$85.90	$171.80
148	INSERTA TEE 6inch(s) SDR35 - 8inch(s)DR21	InsertaTee FatBoy	6P26FB8PE21	2	EA	**$139.65**	**$279.30**	**$133.25**	**$266.50**	$125.87	$251.74	$142.63	$285.26
149	PIPE POLY TUBING 1 1/2inch(s) X100feet	DRISCOPIPE	5100 POLYETHYLENE	10	RL	**$80.00**	**$800.00**	**$94.00**	**$940.00**	$105.56	$1,055.60	$149.00	$1,490.00
150	PIPE, POLY TUBING 2inch(s) X 100feet SDR 9, 200 PSI, CTS OD		SDR 9, 200 PSI, CTS OD	35	RL	**$210.50**	**$7,367.50**	**$148.00**	**$5,180.00**	$161.11	$5,638.85	$245.00	$8,575.00
151	PIPE, POLY TUBING 2inch(s), SDR9 300feet/500feet ROLL 200 PSI, CTS OD		200 PSI, CTS OD	275	FT	**No bid**	**No Bid**	**$444.00**	**$0.00**	$0.00	$0.00	$245.00	$0.00
152	PIPE,POLY TRACEABLE 1inch(s) (100feet) 1inch(s) CTS ENDOTRACE 100feet COIL		1inch(s) CTS ENDOTRACE	80	EA	**$144.79**	**$11,583.20**	**$46.00**	**$3,680.00**	$127.78	$10,222.40	$180.00	$14,400.00
153	PIPE,POLY TRACEABLE 2inch(s) (100feet) 2inch(s) CTS ENDOTRACE 100feet COIL		2inch(s) CTS ENDOTRACE	20	EA	**$370.21**	**$7,404.20**	**$300.00**	**$6,000.00**	$327.78	$6,555.60	$448.00	$8,960.00
154	PIPE,POLY TRACEABLE 1inch(s)X200feet ^ 1inch(s) CTS ENDOTRACE 200feet COIL		1inch(s) CTS ENDOTRACE	20	EA	**$144.79**	**$2,895.80**	**$224.00**	**$4,480.00**	$255.56	$5,111.20	$180.00	$3,600.00
155	PIPE,POLY TRACEABLE 2inch(s)X200feet ^ 2inch(s) CTS ENDOTRACE 200feet COIL		2inch(s) CTS ENDOTRACE	20	EA	**$370.21**	**$7,404.20**	**$600.00**	**$12,000.00**	$655.55	$13,111.00	$448.00	$8,960.00
156	REDUCER, 6inch(s)X4inch(s) B X B ECCENTRIC	GPK	GPK 109-0046EEC	15	EA	**$40.68**	**$610.20**	**$48.99**	**$734.85**	$55.96	$839.40	$54.86	$822.90
157	REDUCER, 6inch(s)X4inch(s) BXS ECCENTRIC	GPK	GPK 110-0064EEC	25	EA	**$19.35**	**$483.75**	**$23.50**	**$587.50**	$29.82	$745.50	$26.30	$657.50
158	REDUCER, 8inch(s)X6inch(s) B X B ECCENTRIC	GPK	GPK 109-0068EEC	10	EA	**$63.21**	**$632.10**	**$76.74**	**$767.40**	$85.02	$850.20	$85.90	$859.00
159	REDUCER, 8inch(s)X6inch(s) BXS ECCENTRIC	GPK	GPK 110-0086EEC	20	EA	**$59.20**	**$1,184.00**	**$71.85**	**$1,437.00**	$77.29	$1,545.80	$80.44	$1,608.80
160	WYE PVC 10inch(s) X 4inch(s) BXBXB SDR35	PTI	G3010-4	10	EA	**$172.99**	**$1,729.90**	**$197.49**	**$1,974.90**	$186.18	$1,861.80	$221.05	$2,210.50
161	WYE PVC 10inch(s)X10inch(s)X4inch(s) BXBXB SDR 26	PTI	H3010-4	5	EA	**$220.49**	**$1,102.45**	**$251.59**	**$1,257.95**	$237.24	$1,186.20	$281.66	$1,408.30
162	WYE PVC 10inch(s)X10inch(s)X6inch(s) BXBXB SDR 26	PTI	H3010-6	5	EA	**$220.38**	**$1,101.90**	**$255.69**	**$1,278.45**	$241.09	$1,205.45	$286.20	$1,431.00
163	WYE PVC 45 4X4X4 BXBXB	PTI	G304	225	EA	**$18.16**	**$4,086.00**	**$21.46**	**$4,828.50**	$20.23	$4,551.75	$24.01	$5,402.25
164	WYE PVC 45 4X4X4 BXBXS	PTI	G324	5	EA	**$22.93**	**$114.65**	**$27.81**	**$139.05**	$26.24	$131.20	$31.15	$155.75
165	WYE PVC 45 6X6X4 BXBXB	PTI	G306-4	50	EA	**$38.01**	**$1,900.50**	**$43.49**	**$2,174.50**	$41.02	$2,051.00	$48.68	$2,434.00
166	WYE PVC 45 6X6X4 BXBXS	PTI	G326-4	5	EA	**$44.64**	**$223.20**	**$43.49**	**$217.45**	$41.02	$205.10	$48.69	$243.45
167	WYE PVC 45 6X6X6 BXBXS	PTI	G326	5	EA	**$54.16**	**$270.80**	**$52.79**	**$263.95**	$50.81	$254.05	$59.07	$295.35
168	WYE PVC 45 8X8X4 BXBXB	PTI	G308-4	150	EA	**$56.72**	**$8,508.00**	**$64.94**	**$9,741.00**	$61.21	$9,181.50	$72.68	$10,902.00
169	WYE PVC 45 8X8X4 BXBXS	PTI	G328-4	5	EA	**$66.29**	**$331.45**	**$64.69**	**$323.45**	$60.89	$304.45	$72.32	$361.60

Exhibit 2
RFP 8788 - Pricing Evaluation for Water and Wastewater Inventory

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, LP		Consolidated Pipe & Supply		North Texas Winwater	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
113	**SECTION C: PVC, ADAPTERS, BENDS, CONNECTORS**												
170	WYE PVC 45 8X8X6 BXBXB	PTI	G308-6	20	EA	**$64.21**	**$1,284.20**	**$77.43**	**$1,548.60**	$72.99	$1,459.80	$86.66	$1,733.20
171	WYE PVC 45 8X8X6 BXBXS	PTI	G328-6	5	EA	**$79.43**	**$397.15**	**$77.42**	**$387.10**	$72.99	$364.95	$86.64	$433.20
172	WYE PVC 45 8X8X8 BXBXB	PTI	G308	15	EA	**$112.63**	**$1,689.45**	**$134.94**	**$2,024.10**	$127.24	$1,908.60	$151.08	$2,266.20
173	WYE PVC 8X8X4inch(s) BXBXB SDR 26	PTI	G308-4	15	EA	**$82.11**	**$1,231.65**	**$99.44**	**$1,491.60**	$8.68	$130.20	$111.30	$1,669.50
174	WYE, PVC, 45 6inch(s)x6inch(s)x6inch(s) BxBxB	PTI	G628 ONLY	15	EA	**$42.11**	**$631.65**	**$49.26**	**$738.90**	$49.17	$737.55	$55.14	$827.10
175	WYE PVC 12inch(s)X12inch(s)X4inch(s) BXBXB ^ SDR35	PTI	G3012-4	15	EA	**$249.15**	**$3,737.25**	**$284.00**	**$4,260.00**	$268.07	$4,021.05	$318.26	$4,773.90
176	WYE PVC 12inch(s)X12inch(s)X6inch(s) BXBXB ^ SDR35	PTI	G3012-6	5	EA	**$247.37**	**$1,236.85**	**$293.00**	**$1,465.00**	$276.44	$1,382.20	$328.18	$1,640.90
177	WYE PVC 45 8X8X8 BXBXS +	PTI	G328	5	EA	**$115.79**	**$578.95**	**$205.00**	**$1,025.00**	$193.31	$966.55	$229.52	$1,147.60
178	WYE PVC 8X8X6 BXBXB^ SDR 26	PTI	G308-6	5	EA	**$94.74**	**$473.70**	**$114.29**	**$571.45**	$107.62	$538.10	$128.01	$640.05
179	Discount off List Price for Special Order Items in this category not mentioned above.					**70.0%**		**10.0%**		0.0%		10.0%	
					Section C Total:	**$152,275.60**		**$141,466.10**		$148,074.60		$159,861.91	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP	Consolidated Pipe & Supply	North Texas Winwater
1	Schedule - 20%	**20.00**	**20.00**	20.00	15.00
2	Specifications - 30%	**30.00**	**30.00**	30.00	30.00
3	Performance - 20%	**18.00**	**13.00**	12.00	18.00
4	Price - 30%	**27.87**	**30.00**	28.66	26.55
	Total Score:	**95.87**	**93.00**	90.66	89.55

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, LP		Consolidated Pipe & Supply		North Texas Winwater	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
180	**SECTION D: PVC PIPE - ALL PIPE MUST HAVE: 1) DATE OF MANUFACTURER CLEARLY STAMPED ON PRODUCT, AND A CODE FOR A DATE IS NOT ACCEPTABLE 2) THE DATE MUST NOT BE MORE THAN ONE YEAR OLD 3) NO DISCOLORATION OR SUN DAMAGE**												
181	PIPE, PVC WATER,12inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	400	JT	**$887.20**	**$354,880.00**	**$868.80**	**$347,520.00**	$1,020.40	$408,160.00	$918.00	$367,200.00
182	PIPE, PVC, SEWER, 10inch(s)X14feet	Diamond	SDR26	25	JT	**$226.66**	**$5,666.50**	**$221.90**	**$5,547.50**	$260.82	$6,520.50	$234.64	$5,866.00
183	PIPE, PVC, SEWER, 4inch(s)X14feet	Diamond	SDR26	5	JT	**$36.12**	**$180.60**	**$35.42**	**$177.10**	$41.44	$207.20	$41.44	$207.20
184	PIPE, PVC, SEWER, 6inch(s)X14feet	Diamond	SDR26	10	JT	**$80.36**	**$803.60**	**$78.68**	**$786.80**	$92.54	$925.40	$88.76	$887.60
185	PIPE, PVC, SEWER, 8inch(s)X14feet	Diamond	SDR26	115	JT	**$145.46**	**$16,727.90**	**$142.38**	**$16,373.70**	$167.44	$19,255.60	$151.20	$17,388.00
186	PIPE, PVC, WATER,4inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	10	JT	**$119.00**	**$1,190.00**	**$116.60**	**$1,166.00**	$136.20	$1,362.00	$123.00	$1,230.00
187	PIPE, PVC,WATER, 6inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	115	JT	**$239.20**	**$27,508.00**	**$234.20**	**$26,933.00**	$274.80	$31,602.00	$247.40	$28,451.00
188	PIPE, PVC,WATER, 8inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	400	JT	**$411.80**	**$164,720.00**	**$403.20**	**$161,280.00**	$473.60	$189,440.00	$426.00	$170,400.00
189	PIPE, SEWER 8inch(s) DR21 IPS GRAY HDPE GREEN STRIPE PE^	Diamond	DR21 IPS	30	JT	**$321.68**	**$9,650.40**	**$264.00**	**$7,920.00**	$238.18	$7,145.40	No Bid	$9,650.40
190	PIPE, SEWER 8inch(s)X40feet DR19 IPS GRAY HDPE GREEN STRIPE PE^	Diamond	DR19 IPS	10	JT	**$321.68**	**$3,216.80**	**$264.00**	**$2,640.00**	$261.36	$2,613.60	No Bid	$3,216.80
191	PIPE, WATER 12inch(s)X40feet DR11 IPS GRAY HDPE	Diamond	DR11 IPS	5	JT	**$1,050.96**	**$5,254.80**	**$836.00**	**$4,180.00**	$926.82	$4,634.10	No Bid	$5,254.80
192	Discount off List Price for Special Order Items in this category not mentioned above.					**0.0%**		**10.0%**		0.0%		10.0%	
					Section D Total:	**$589,798.60**		**$574,524.10**		$671,865.80		$609,751.80	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP	Consolidated Pipe & Supply	North Texas Winwater
1	Schedule - 20%	**20.00**	**20.00**	20.00	15.00
2	Specifications - 30%	**30.00**	**30.00**	30.00	25.00
3	Performance - 20%	**18.00**	**13.00**	12.00	18.00
4	Price - 30%	**29.22**	**30.00**	25.65	28.27
	Total Score:	**97.22**	**93.00**	87.65	86.27

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, LP		North Texas Winwater		Consolidated Pipe & Supply	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
193	**SECTION E: WATER METER BOXES, SEWER BOXES ; Meter boxes shall be furnished with the lid included.**												
194	BOX WATER METER 34-A SHORT 18inch(s) WIDE X 14inch(s) DEEP	BASS&HAYS	34A	500	EA	**$171.00**	**$85,500.00**	**$168.39**	**$84,195.00**	$180.29	$90,145.00	$174.60	$87,300.00
195	BOX, VALVE BASE	Tyler Union	6850-15B	200	EA	**$60.72**	**$12,144.00**	**$103.19**	**$20,638.00**	$110.50	$22,100.00	$110.50	$22,100.00
196	BOX, WATER METER 34-B LONG	BASS&HAYS	34B	85	EA	**$185.26**	**$15,747.10**	**$182.44**	**$15,507.40**	$195.33	$16,603.05	$189.16	$16,078.60
197	BOX, WATER METER 55A	BASS&HAYS	55A	80	EA	**$474.71**	**$37,976.80**	**$467.49**	**$37,399.20**	$500.51	$40,040.80	$484.71	$38,776.80
198	BOX,METER PLASTIC inch(s)SEWERinch(s) MARKED SEWER	BASS&HAYS	P34-P14D	375	EA	**$187.32**	**$70,245.00**	**$183.69**	**$68,883.75**	$196.85	$73,818.75	$190.63	$71,486.25
199	BOX,VALVE,TOP SECTION 16inch(s)	Tyler Union	T-16	10	EA	**$71.91**	**$719.10**	**$204.51**	**$2,045.10**	$109.50	$1,095.00	**$51.39**	$513.90
200	BOX,WTRMETER 548A 18inch(s) HIGH THESE METER BOXES NEED TO BE 18inch(s) HIGH ONLY	BASS&HAYS	548A	65	EA	**$468.19**	**$30,432.35**	**$461.06**	**$29,968.90**	$493.63	$32,085.95	$478.04	$31,072.60
201	SPRING, METER BOX LID	BASS&HAYS	BSPRING50	50	EA	**$5.92**	**$296.00**	**$5.83**	**$291.50**	$6.24	$312.00	$6.04	$302.00
202	BOX, METER PLASTIC ROUND 34-A	BASS&HAYS	P34P18D w/ LID 3LIDP-1	600	EA	**$173.49**	**$104,094.00**	**$170.69**	**$102,414.00**	$182.91	$109,746.00	$177.14	$106,284.00
203	BOX, METER PLASTIC ROUND 548A	BASS&HAYS	P548P18D w/ LID 5LIDP-1	250	EA	**$362.45**	**$90,612.50**	**$356.69**	**$89,172.50**	$382.15	$95,537.50	$374.02	$93,505.00
204	BOX, METER PLASTIC ROUND 55-A	BASS&HAYS	P55P18D w/ LID 5LIDP-1	100	EA	**$376.55**	**$37,655.00**	**$370.69**	**$37,069.00**	$397.01	$39,701.00	$384.47	$38,447.00
205	BOX, B1324 CHRISTY CONCRETE + TFC RATED H20 CONC W/ STL FRM	Old Castle	B1324	5	EA	**$854.10**	**$4,270.50**	**$840.99**	**$4,204.95**	$900.52	$4,502.60	$872.08	$4,360.40
206	BOX, B1730 CHRISTY CONCRETE + TFC RATED H20 CONC W/ STL FRM	Old Castle	B1730	5	EA	**$1,381.55**	**$6,907.75**	**$1,359.99**	**$6,799.95**	$1,456.63	$7,283.15	$1,410.63	$7,053.15
207	EXTENSION, 12inch(s) B1324 CHRISTY+ 12inch(s) CONCRETE EXT FOR B1324 BOX	Old Castle	B1324-EXT	5	EA	**$209.28**	**$1,046.40**	**$206.00**	**$1,030.00**	$220.65	$1,103.25	$213.68	$1,068.40
208	EXTENSION, 12inch(s) B1730 CHRISTY+ 12inch(s) CONCRETE EXT FOR B1730 BOX	Old Castle	B1730-EXT	5	EA	**$348.45**	**$1,742.25**	**$343.00**	**$1,715.00**	$367.39	$1,836.95	$355.79	$1,778.95
209	LID, B1324 CHRISTY W/ READER + TRAFFIC RATED H20 DMND PLT	Old Castle	B1324-LID-R	5	EA	**$455.95**	**$2,279.75**	**$448.99**	**$2,244.95**	$480.73	$2,403.65	$465.55	$2,327.75
210	LID, B1730 CHRISTY W/ READER + TRAFFIC RATED H20 DMND PLT	Old Castle	B1730-LID-R	5	EA	**$895.28**	**$4,476.40**	**$881.69**	**$4,408.45**	$943.93	$4,719.65	$914.13	$4,570.65
211	BOX, LID SEWER PLASTCLID ONLY	BASS & HAYS	3-LID2-1	5	EA	**$59.34**	**$296.70**	**$58.44**	**$292.20**	$65.57	$327.85	$60.59	$302.95
212	BOX, WATER METER LID 34A/B+LID ONLY	BASS & HAYS	3-LIDP-1	5	EA	**$34.93**	**$174.65**	**$34.40**	**$172.00**	$36.83	$184.15	$35.66	$178.30
213	BOX, WATER METER LID 55A&548A+LID ONLY	BASS & HAYS	5-LIDP-1	5	EA	**$85.90**	**$429.50**	**$84.59**	**$422.95**	$90.57	$452.85	$87.71	$438.55
214	Discount off List Price for Special Order Items in this category not mentioned above.					**0.0%**		**10.0%**		10.0%		0.0%	
					Section E Total:	**$507,045.75**		**$508,874.80**		$543,999.15		$527,945.25	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP	North Texas Winwater	Consolidated Pipe & Supply
1	Schedule - 20%	**20.00**	**20.00**	15.00	15.00
2	Specifications - 30%	**30.00**	**30.00**	30.00	30.00
3	Performance - 20%	**18.00**	**13.00**	18.00	12.00
4	Price - 30%	**30.00**	**29.89**	27.96	28.81
	Total Score:	**98.00**	**92.89**	90.96	85.81

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, LP		North Texas Winwater		Consolidated Pipe & Supply	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
215	**SECTION F: MANHOLE LIDS, RINGS, AND RISERS ; Steel adjustment risers shall be furnished with set screws included.**												
216	MANHOLE, LID 30inch(s) B&H # 1480 A (SANITARY SEWER)	BASS&HAYS	1480A	65	EA	**$344.49**	**$22,391.85**	**$335.00**	**$21,775.00**	$359.47	$23,365.55	$348.12	$22,627.80
217	MANHOLE RING 30inch(s) B&H # V1420 RG	BASS&HAYS	V1420	65	EA	**$296.93**	**$19,300.45**	**$289.00**	**$18,785.00**	$309.84	$20,139.60	$300.05	$19,503.25
218	MANHOLE, LID 300-24 B&H SANITARY SEWER COV. 300-24	BASS&HAYS	300-24SAN	10	EA	**$298.34**	**$2,983.40**	**$290.00**	**$2,900.00**	$311.32	$3,113.20	$301.48	$3,014.80
219	MANHOLE, LID SAN SWR 400-24 B&H# 40024C10 LID	BASS&HAYS	400-24SAN	25	EA	**$367.74**	**$9,193.50**	**$358.00**	**$8,950.00**	$383.73	$9,593.25	$371.61	$9,290.25
220	MANHOLE, RISER 300X24 2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 2X	5	EA	**$522.00**	**$2,610.00**	**$508.00**	**$2,540.00**	$544.70	$2,723.50	$527.49	$2,637.45
221	MANHOLE, RISER 300X24 4inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 4X	5	EA	**$844.47**	**$4,222.35**	**$823.00**	**$4,115.00**	$881.18	$4,405.90	$853.36	$4,266.80
222	MANHOLE, RISER 300X24 6inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 6X	5	EA	**$947.88**	**$4,739.40**	**$923.00**	**$4,615.00**	$989.09	$4,945.45	$957.85	$4,789.25
223	MANHOLE, RISER 400X24 1 1/2 BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 1.5X	5	EA	**$668.31**	**$3,341.55**	**$651.00**	**$3,255.00**	$697.37	$3,486.85	$675.35	$3,376.75
224	MANHOLE, RISER 400X24 1inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 1X	15	EA	**$668.31**	**$10,024.65**	**$651.00**	**$9,765.00**	$697.37	$10,460.55	$675.35	$10,130.25
225	MANHOLE, RISER 400X24 2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 2X	5	EA	**$700.47**	**$3,502.35**	**$682.00**	**$3,410.00**	$730.92	$3,654.60	$707.81	$3,539.05
226	MANHOLE, RISER 400X24 2 3/4inch(s) + BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 2.75X	5	EA	**$740.09**	**$3,700.45**	**$721.00**	**$3,605.00**	$772.27	$3,861.35	$747.88	$3,739.40
227	MANHOLE, RISER 300X24 2 1/2inch(s) + BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 2.5X	5	EA	**$568.18**	**$2,840.90**	**$556.00**	**$2,780.00**	$596.14	$2,980.70	$577.32	$2,886.60
228	MANHOLE, RISER 400X24 3inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 3X	5	EA	**$700.47**	**$3,502.35**	**$682.00**	**$3,410.00**	$730.92	$3,654.60	$707.84	$3,539.20
229	MANHOLE, RISER 400X24 4inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 4X	5	EA	**$835.46**	**$4,177.30**	**$814.00**	**$4,070.00**	$871.78	$4,358.90	$844.25	$4,221.25
230	MANHOLE, RISER 400X24 6inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 6X	20	EA	**$920.13**	**$18,402.60**	**$896.00**	**$17,920.00**	$960.13	$19,202.60	$929.81	$18,596.20
231	MANHOLE, RISER 300X24 1 1/2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 1.5X	5	EA	**$522.00**	**$2,610.00**	**$508.00**	**$2,540.00**	$544.70	$2,723.50	$527.49	$2,637.45
232	MANHOLE, RING 400-24 BASS&HAYS# 40024RO	BASS&HAYS	BH400-24 RING	20	EA	**$365.49**	**$7,309.80**	**$356.00**	**$7,120.00**	$381.38	$7,627.60	$369.34	$7,386.80
233	MANHOLE, 1inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 1X	10	EA	**$673.00**	**$6,730.00**	**$655.00**	**$6,550.00**	$702.26	$7,022.60	$680.08	$6,800.80
234	MANHOLE, 1.5inch(s) RISER 30inch(s) W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 1.5X	10	EA	**$673.00**	**$6,730.00**	**$655.00**	**$6,550.00**	$702.26	$7,022.60	$680.08	$6,800.80
235	MANHOLE, 2inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 2X	10	EA	**$716.02**	**$7,160.20**	**$697.00**	**$6,970.00**	$747.15	$7,471.50	$723.56	$7,235.60
236	MANHOLE, 3inch(s) RISER 30inch(s) W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 3X	5	EA	**$716.02**	**$3,580.10**	**$697.00**	**$3,485.00**	$747.15	$3,735.75	$723.56	$3,617.80
237	MANHOLE, 4inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 4X	5	EA	**$810.69**	**$4,053.45**	**$790.00**	**$3,950.00**	$845.93	$4,229.65	$819.22	$4,096.10
238	MANHOLE, 6inch(s)RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 6X	5	EA	**$943.34**	**$4,716.70**	**$919.00**	**$4,595.00**	$984.36	$4,921.80	$953.27	$4,766.35
239	MANHOLE, LID COMPOSITE 30inch(s) LOCKING CAP-ONE-30	Cap One	CAP-ONE-30	5	EA	**$1,832.20**	**$9,161.00**	**$1,953.00**	**$9,765.00**	$1,911.86	$9,559.30	$1,101.50	$5,507.50
240	MANHOLE, LID COMPOSITE 24inch(s) BOLT DOWN CAP-ONE-24	Cap One	CAP-ONE-24	5	EA	**$1,230.93**	**$6,154.65**	**$1,312.00**	**$6,560.00**	$1,284.45	$6,422.25	$787.64	$3,938.20
241	HAMMER, MANHOLE LID EXTRACTORMARY A# 5865425	BASS&HAYS	Mary A 5865425	10	EA	**$298.44**	**$2,984.40**	**$290.69**	**$2,906.90**	$311.41	$3,114.10	$301.58	$3,015.80
242	MANHOLE ADAPTER, 10inch(s) CONCRETE MANHOLE GASKET			5	EA	**$4.42**	**$22.10**	**$18.20**	**$91.00**	$20.36	$101.80	$20.00	$100.00
243	MANHOLE ADAPTER, 12inch(s) CONCRETE MANHOLE GASKET			5	EA	**$5.18**	**$25.90**	**$20.64**	**$103.20**	$23.10	$115.50	$25.00	$125.00
244	MANHOLE ADAPTER, 6inch(s) CONCRETE MANHOLE GASKET			5	EA	**$3.11**	**$15.55**	**$11.09**	**$55.45**	$12.41	$62.05	$15.00	$75.00
245	MANHOLE ADAPTER, 8inch(s) CONCRETE MANHOLE GASKET			5	EA	**$3.77**	**$18.85**	**$14.69**	**$73.45**	$16.44	$82.20	$18.50	$92.50
246	Discount off List Price for Special Order Items in this category not mentioned above.					**0.0%**		**10.0%**		10.0%		0.0%	
					Section F Total:	**$176,205.80**		**$173,210.00**		$184,158.80		$172,354.00	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP	North Texas Winwater	Consolidated Pipe & Supply
1	Schedule - 20%	**20.00**	**20.00**	15.00	0.00
2	Specifications - 30%	**30.00**	**30.00**	30.00	30.00
3	Performance - 20%	**18.00**	**13.00**	18.00	12.00
4	Price - 30%	**29.34**	**29.85**	28.08	30.00
	Total Score:	**97.34**	**92.85**	91.08	72.00

						Primary		Secondary	
						Ferguson Enterprises, LLC		Core & Main, LP	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.								
247	**SECTION G: FIRE HYDRANTS, EXTENSIONS AND REPAIR KITS**								
248	HYDRANT, COLLISION REPAIR KITFOR U.S. PIPE M-94, OEM ONLY	Mueller	M-94 TRK	5	EA	**$330.41**	**$1,652.05**	**$386.21**	**$1,931.05**
249	HYDRANT MAIN VALVE KIT - OLD MUELLER #280367 - OEM ONLY	Mueller	280367	5	EA	**$971.80**	**$4,859.00**	**$1,008.33**	**$5,041.65**
250	HYDRANT MAIN VALVE KIT > 1997 MUELLER 280359, OEM ONLY	Mueller	280359	10	EA	**$712.24**	**$7,122.40**	**$967.36**	**$9,673.60**
251	HYDRANT,MAIN VALVE KIT,WTROUS WATEROUS# WB-67-250, OEM ONLY	Waterous	K-537-A	5	EA	**$439.89**	**$2,199.45**	**$447.89**	**$2,239.45**
252	HYDRANT,MAIN VALVE KIT, US P FOR US PIPE M-94, OEM ONLY	Mueller	M-94 MVK	5	EA	**$637.61**	**$3,188.05**	**$1,141.24**	**$5,706.20**
253	EXTENSION, HYDRANT 24inch(s) - NEW MUELLER (OEM ONLY) A320-020	Mueller	A320-020	5	EA	**$588.54**	**$2,942.70**	**$595.00**	**$2,975.00**
254	HYDRANT 2inch(s) 3feetBURY 2.5 NOZZLE MUELLER MA411LAOLM ONLY	Mueller	MA411LAOL	5	EA	**$1,767.66**	**$8,838.30**	**$2,015.00**	**$10,075.00**
255	HYDRANT EXTENSION 12inch(s)OEM ONLY MUELLER A320-010, HRP37/A423	Mueller	A320-010	10	EA	**$448.96**	**$4,489.60**	**$455.00**	**$4,550.00**
256	HYDRANT EXTENSION 6inch(s)NEW STYLE MUELLER #A-320-006, OEM ONLY	Mueller	A320-006	5	EA	**$387.50**	**$1,937.50**	**$395.00**	**$1,975.00**
257	HYDRANT HOSE NOZZLE GASKET	Mueller	290272	5	EA	**$3.02**	**$15.10**	**$3.06**	**$15.30**
258	HYDRANT PUMPER NOZZLE GASKET	Mueller	192345	5	EA	**$10.94**	**$54.70**	**$11.06**	**$55.30**
259	HYDRANT REPAIR KIT NEW >1975 MUL#A301-01HYD REP PT#HRPI-301	Mueller	A301-01	15	EA	**$208.33**	**$3,124.95**	**$215.00**	**$3,225.00**
260	HYDRANT REPAIR KIT-BREAK FLNG WATEROUS #K528, OEM ONLY	Waterous	K-528	10	EA	**$434.38**	**$4,343.80**	**$195.00**	**$1,950.00**
261	STEM UPPER STEEL (feet95+ HYD) + MUELLER A-11(KIT) -MA11OL	Mueller	A-11 KIT	5	EA	**$185.00**	**$925.00**	**$255.00**	**$1,275.00**
262	HYDRANT, FIRE 3.5feet BURY MUELLER MA423LAOLNDEN	Mueller	A423	5	EA	**$2,608.96**	**$13,044.80**	**$2,580.00**	**$12,900.00**
263	HYDRANT, FIRE 4feet BURY	Mueller	A423	5	EA	**$2,671.18**	**$13,355.90**	**$2,640.00**	**$13,200.00**
264	HYDRANT, FIRE 5feet BURY	Mueller	A423	40	EA	**$2,795.17**	**$111,806.80**	**$2,765.00**	**$110,600.00**
265	HYDRANT,REPAIR KIT - PRE 1974 MUELLER-HRPI-301-00, OEM ONLY	Mueller	A301-00	5	EA	**$206.19**	**$1,030.95**	**$215.00**	**$1,075.00**
266	WRENCH, FIRE HYDRANT	Reed	HWB-02283	30	EA	**$19.99**	**$599.70**	**$25.00**	**$750.00**
267	HYD MAIN VALVE REPAIR KIT M&H+	M&H	Style 129	10	EA	**$110.53**	**$1,105.30**	**$145.00**	**$1,450.00**
268	HYD TRAFFIC REPAIR KIT M&H +	M&H	Style 129	10	EA	**$300.38**	**$3,003.80**	**$385.00**	**$3,850.00**
269	Discount off List Price for Special Order Items in this category not mentioned above.					**5.0%**		**10.0%**	
					Section G Total:	**$189,639.85**		**$194,512.55**	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP
1	Schedule - 20%	**20.00**	**20.00**
2	Specifications - 30%	**30.00**	**30.00**
3	Performance - 20%	**18.00**	**13.00**
4	Price - 30%	**30.77**	**30.00**
	Total Score:	**98.77**	**93.00**

						Primary		Secondary	
						Ferguson Enterprises, LLC		Core & Main, LP	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.								
270	**SECTION H: BELL JOINT LEAK CLAMPS FORD BRAND ONLY**								
271	CLAMP, 6inch(s) BELL JOINT LEAK	FORD	FBC-710	5	EA	**$94.23**	**$471.15**	**$230.76**	**$1,153.80**
272	CLAMP, 8inch(s) BELL JOINT LEAK	FORD	FBC-930	5	EA	**$125.02**	**$625.10**	**$319.20**	**$1,596.00**
273	CLAMP, 10inch(s) BELL JOINT LEAK	FORD	FBC-1140	5	EA	**$163.40**	**$817.00**	**$400.16**	**$2,000.80**
274	CLAMP, 12inch(s) BELL JOINT LEAK	FORD	FBC-1350	5	EA	**$177.25**	**$886.25**	**$434.08**	**$2,170.40**
275	Discount off List Price for Special Order Items in this category not mentioned above.					**42.0%**		**10.0%**	
					Section H Total:	**$2,799.50**		**$6,921.00**	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP
1	Schedule - 20%	**20.00**	**10.00**
2	Specifications - 30%	**30.00**	**30.00**
3	Performance - 20%	**18.00**	**13.00**
4	Price - 30%	**30.00**	**12.13**
	Total Score:	**98.00**	**65.13**

Exhibit 2
RFP 8788 - Pricing Evaluation for Water and Wastewater Inventory

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, LP		North Texas Winwater		Consolidated Pipe & Supply	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
276	**SECTION I: REPAIR CLAMPS ETC.**												
277	CLAMP FULL CIRCLE 10inch(s) X 16inch(s) WITH ALLOY BOLTS	PowerSeal	3121W-16	5	EA	**$257.33**	**$1,286.65**	**$274.00**	**$1,370.00**			$232.92	$1,164.60
277 ALT1	CLAMP FULL CIRCLE 10inch(s) X 16inch(s)WITH ALLOY BOLTS	SMITH-BLAIR	22600111015000	5	EA					$263.51	$1,317.55		
278	CLAMP FULL CIRCLE 10inch(s) X 7.5inch(s)	PowerSeal	3121W-75	5	EA	**$131.46**	**$657.30**	**$140.00**	**$700.00**			$149.97	$749.85
278 ALT1	CLAMP FULL CIRCLE 10inch(s) X 7.5inch(s)	SMITH-BLAIR	22600111007000	5	EA					$134.61	$673.05		
279	CLAMP FULL CIRCLE 8.5-15inch(s) W/WW	Ford	F1-894-15	20	EA	**$198.96**	**$3,979.20**	**$207.00**	**$4,140.00**			$164.13	$3,282.60
279 ALT1	CLAMP FULL CIRCLE 8.5-15inch(s) W/WW	SMITH-BLAIR	22600086315000	20	EA					$204.94	$4,098.80		
280	CLAMP, FULL CIRCLE 1.5inch(s)X7.5	Ford	F1-215-75	5	EA	**$58.52**	**$292.60**	**$68.00**	**$340.00**			$52.22	$261.10
280 ALT1	CLAMP, FULL CIRCLE 1.5inch(s)X7.5	ROMAC	C-19X8	5	EA					$72.06	$360.30		
281	CLAMP FULL CIRCLE 1.5inch(s)X 15inch(s)	Ford	F1-215-15	5	EA	**$104.45**	**$522.25**	**$102.00**	**$510.00**			$91.11	$455.55
281 ALT1	CLAMP FULL CIRCLE 1.5inch(s)X 15inch(s)	ROMAC	C-19X12	5	EA					$108.02	$540.10		
282	CLAMP FULL CIRCLE 12inch(s) X 7.5inch(s)	Ford	F1-1350-75	10	EA	**$161.53**	**$1,615.30**	**$158.00**	**$1,580.00**			$135.56	$1,355.60
282 ALT1	CLAMP FULL CIRCLE 12inch(s) X 7.5inch(s)	SMITH-BLAIR	22600132007000	10	EA					$151.82	$1,518.20		
283	CLAMP, FULL CIRCLE 12inch(s)X20inch(s)	Ford	F1-1350-15	15	EA	**$446.83**	**$6,702.45**	**$418.00**	**$6,270.00**			$338.89	$5,083.35
283 ALT1	CLAMP, FULL CIRCLE 12inch(s)X20inch(s)	SMITH-BLAIR	22600132020000	15	EA					$401.03	$6,015.45		
284	CLAMP FULL CIRCLE 16inch(s)X12inch(s)	PowerSeal	312216C120AA-SB	5	EA	**$537.44**	**$2,687.20**	**$510.00**	**$2,550.00**			$519.24	$2,596.20
284 ALT1	CLAMP FULL CIRCLE 16inch(s)X12inch(s)	ROMAC	CL3-18.30X12	5	EA					$525.57	$2,627.85		
285	CLAMP, FULL CIRCLE 16inch(s)X20	PowerSeal	312216C200AA-LB	5	EA	**$835.64**	**$4,178.20**	**$819.00**	**$4,095.00**			$827.37	$4,136.85
285 ALT1	CLAMP, FULL CIRCLE 16inch(s)X20	SMITH-BLAIR	22820165620000	5	EA					$840.40	$4,202.00		
286	CLAMP FULL CIRCLE 2inch(s) X 15inch(s)	Ford	F1-263-15	20	EA	**$106.01**	**$2,120.20**	**$119.00**	**$2,380.00**			$94.74	$1,894.80
286 ALT1	CLAMP FULL CIRCLE 2inch(s) X 15inch(s)	ROMAC	CL1-2.63X15	20	EA					$122.86	$2,457.20		
287	CLAMP FULL CIRCLE 2inch(s) X 7.5inch(s)	Ford	F1-263-75	25	EA	**$59.42**	**$1,485.50**	**$58.00**	**$1,450.00**			$55.56	$1,389.00
287 ALT1	CLAMP FULL CIRCLE 2inch(s) X 7.5inch(s)	ROMAC	CL1-2.63X7.5	25	EA					$60.62	$1,515.50		
288	CLAMP FULL CIRCLE 4inch(s) X 15inch(s)	Ford	F1-514-15	20	EA	**$133.94**	**$2,678.80**	**$152.00**	**$3,040.00**			$125.56	$2,511.20
288 ALT1	CLAMP FULL CIRCLE 4inch(s) X 15inch(s)	ROMAC	CL1-5.14X15	20	EA					$157.02	$3,140.40		
289	CLAMP FULL CIRCLE 4inch(s) X 7.5inch(s)	Ford	F1-514-75	15	EA	**$76.95**	**$1,154.25**	**$77.00**	**$1,155.00**			$65.56	$983.40
289 ALT1	CLAMP FULL CIRCLE 4inch(s) X 7.5inch(s)	ROAMC	CL1-5.14X7.5	15	EA					$79.43	$1,191.45		
290	CLAMP FULL CIRCLE 6inch(s) X 15inch(s)	Ford	F1-696-15	85	EA	**$159.74**	**$13,577.90**	**$173.00**	**$14,705.00**			$143.33	$12,183.05
290 ALT1	CLAMP FULL CIRCLE 6inch(s) X 15inch(s)	ROMAC	CL1-7.00X15	85	EA					$178.56	$15,177.60		
291	CLAMP FULL CIRCLE 6inch(s) X 7.5inch(s)	Ford	F1-724-75	60	EA	**$92.62**	**$5,557.20**	**$91.00**	**$5,460.00**			$77.78	$4,666.80
291 ALT1	CLAMP FULL CIRCLE 6inch(s) X 7.5inch(s)	ROMAC	CL1-7.24X7.5	60	EA					$93.78	$5,626.80		
292	CLAMP FULL CIRCLE 8inch(s) X 7.5inch(s)	Ford	F1-939-75	35	EA	**$108.63**	**$3,802.05**	**$106.00**	**$3,710.00**			$91.11	$3,188.85
292 ALT1	CLAMP FULL CIRCLE 8inch(s) X 7.5inch(s)	ROMAC	CL1-9.40X7.5	35	EA					$110.07	$3,852.45		
293	CLAMP FULL CIRCLE 8inch(s)x15inch(s)8inch(s) cast iron pipes=OD of 9.05inch(s)	Ford	F1-939-15	50	EA	**$198.96**	**$9,948.00**	**$207.00**	**$10,350.00**			$167.78	$8,389.00
293 ALT1	CLAMP FULL CIRCLE 8inch(s)x15inch(s)8inch(s) cast iron pipes=OD of 9.05inch(s)	ROMAC	CL1-9.40X15	50	EA					$213.92	$10,696.00		
294	CLAMP,FULL CIRCLE RPR ,12inch(s)X15 ROMAX OD 14.00-14.40	Romac	171-145015000	5	EA	**$430.30**	**$2,151.50**	**$316.00**	**$1,580.00**	$326.39	$1,631.95	$434.83	$2,174.15
295	CLAMP FULL CIRCLE RPR 12inch(s)X12inch(s)^ ROMAC CL1-1450-12	Romac	171-145012000	5	EA	**$345.52**	**$1,727.60**	**$254.00**	**$1,270.00**	$261.74	$1,308.70	$348.71	$1,743.55
296	CLAMP FULL CIRCLE RPR 12inch(s)X12inch(s)^ W/ 1inch(s) CC OUTLET	Romac	171-145012410	5	EA	**$394.35**	**$1,971.75**	**$290.00**	**$1,450.00**	$299.12	$1,495.60	$398.51	$1,992.55
297	CLAMP, 14inch(s) TRANS, RPR LONG + FORD F2-1700-72 20inch(s) L	Ford	F2-1700-20	15	EA	**$745.68**	**$11,185.20**	**$819.50**	**$12,292.50**	$844.17	$12,662.55	$588.04	$8,820.60
298	CLAMP, 14inch(s) TRANS, RPR SHORT + FORD F2-1700-32 10inch(s) L	Ford	F2-1700-10	15	EA	**$372.00**	**$5,580.00**	**$495.00**	**$7,425.00**	$510.10	$7,651.50	$369.57	$5,543.55
299	CLAMP, 18inch(s) TRANSITE, REPAIR + FORD F2-2145-75 20inch(s) L	Ford	F2-2145-20	15	EA	**$846.05**	**$12,690.75**	**$901.07**	**$13,516.05**	$942.29	$14,134.35	$685.56	$10,283.40
300	CLAMP, LEAK 2inch(s) X 6inch(s)	Smithblair	229-00023807-000	1	EA	**$64.68**	**$64.68**	**$122.00**	**$122.00**	$66.23	$66.23	$86.27	$86.27
301	CLAMP,REPAIR,1 1/2inch(s)	Smith Blair	245-000-19003-000	5	EA	**$8.96**	**$44.80**	**$47.00**	**$235.00**	$9.17	$45.85	$11.95	$59.75
302	CLAMP, REPAIR,1/2inch(s)	Smith Blair	245-0008406-000	5	EA	**$13.45**	**$67.25**	**$89.00**	**$445.00**	$13.77	$68.85	$17.93	$89.65
303	CLAMP,REPAIR,1inch(s)	PowerSeal	3151W	15	EA	**$8.12**	**$121.80**	**$45.00**	**$675.00**			$18.95	$284.25
303 ALT1	CLAMP,REPAIR,1inch(s	SMITH-BLAIR	24500013203000	15	EA					$8.31	$124.65		
304	CLAMP,REPAIR,2inch(s)	PowerSeal	3151W	5	EA	**$9.79**	**$48.95**	**$52.00**	**$260.00**			$21.05	$105.25
304 ALT1	CLAMP,REPAIR,2inch(s)	SMITH-BLAIR	24500023806000	5	EA					$18.56	$92.80		
305	CLAMP,REPAIR,3/4inch(s)	PowerSeal	3151W	10	EA	**$7.43**	**$74.30**	**$43.00**	**$430.00**			$15.79	$157.90
305 ALT1	CLAMP,REPAIR,3/4inch(s)	SMITH-BLAIR	24500010503000	10	EA					$7.60	$76.00		
306	CLAMP, TAP 2inch(s)X1inch(s) TAP	PowerSeal	3131020080AD	5	EA	**$85.95**	**$429.75**	**$90.82**	**$454.10**			$117.89	$589.45
306 ALT1	CLAMP, TAP 2inch(s)X1inch(s) TAP	SMITH-BLAIR	2380002387009	5	EA					$95.41	$477.05		
307	CLAMP, TAP S.S.6inch(s)X1inch(s) TAP	Smith Blair	239-00069007-009	5	EA	**$161.07**	**$805.35**	**$127.00**	**$635.00**	$164.93	$824.65	$214.85	$1,074.25
308	CLAMP, TAP S.S.8inch(s)X1inch(s) TAP	Smith Blair	239-00090507009	5	EA	**$177.39**	**$886.95**	**$143.00**	**$715.00**	$181.64	$908.20	$236.61	$1,183.05
309	Discount off List Price for Special Order Items in this category not mentioned above.					**42.0%**		**10.0%**		10.0%		0.0%	
					Section I Total:	**$100,095.68**		**$105,309.65**		$106,579.63		$88,479.42	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP	North Texas Winwater	Consolidated Pipe & Supply
1	Schedule - 20%	**20.00**	**20.00**	15.00	15.00
2	Specifications - 30%	**30.00**	**30.00**	30.00	30.00
3	Performance - 20%	**18.00**	**13.00**	18.00	12.00
4	Price - 30%	**26.52**	**25.21**	24.91	30.00
	Total Score:	**94.52**	**88.21**	87.91	87.00

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, LP		North Texas Winwater		Consolidated Pipe & Supply	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
310	**SECTION J: FLANGE PKS/MJ GLAND PKS, MEG-A-LUG GLAND PACKS ; Flange hardware sets shall be hex bolts conforming to ANSI/AWWA C111/A21.11-7 standards. ; Mechanical Joint hardware sets shall be T-bolts conforming to ANSI/AWWA C111/A21.11-7 standards.**												
311	BOLT/GASKET SET-12inch(s) FLANGE PK	White Rhino	BNGFP-12	10	EA	**$48.61**	**$486.10**	**$26.96**	**$269.60**			$28.06	$280.60
311 ALT1	BOLT/GASKET SET-12inch(s) FLANGE PK	SIGMA	FGP08-12	10	EA					$52.13	$521.30		
312	BOLT/GASKET SET-4inch(s) FLANGE PK	White Rhino	BNGFP-4	10	EA	**$11.51**	**$115.10**	**$9.95**	**$99.50**			$10.40	$104.00
312 ALT1	BOLT/GASKET SET-4inch(s) FLANGE PK	SIGMA	FGP08-04	10	EA					$12.52	$125.20		
313	BOLT/GASKET SET-6inch(s) FLANGE PK	White Rhino	BNGFP-6	70	EA	**$17.48**	**$1,223.60**	**$13.66**	**$956.20**			$14.00	$980.00
313 ALT1	BOLT/GASKET SET-6inch(s) FLANGE PK	SIGMA	FGP08-06	70	EA					$19.26	$1,348.20		
314	BOLT/GASKET SET-8inch(s) FLANGE PK	White Rhino	BNGFP-8	35	EA	**$25.33**	**$886.55**	**$15.70**	**$549.50**			$16.41	$574.35
314 ALT1	BOLT/GASKET SET-8inch(s) FLANGE PK	SIGMA	FGP08-08	35	EA					$21.93	$767.55		
315	GASKET FULLFACE RED RUB 4	White Rhino		5	EA	**$2.20**	**$11.00**	**$1.88**	**$9.40**			$1.94	$9.70
315 ALT1	GASKET FULLFACE RED RUB 4	SIGMA	FG08-04	5	EA					$2.93	$14.65		
316	GASKET FULLFACE RED RUB 8	White Rhino		5	EA	**$3.85**	**$19.25**	**$3.21**	**$16.05**			$3.36	$16.80
316 ALT1	GASKET FULLFACE RED RUB 8	SIGMA	FG08-08	5	EA					$6.06	$30.30		
317	GASKET, METER 1.5inch(s) X 1/8inch(s) OVAL BLK RUBBER 2-BOLT, WHITE RHINO	White Rhino		85	EA	**$0.73**	**$62.05**	**$1.19**	**$101.15**	$2.00	$170.00	$1.30	$110.50
318	GASKET, METER 2inch(s) X 1/8inch(s) OVAL BLK RUBBER 2-BOLT, WHITE RHINO	White Rhino		275	EA	**$0.85**	**$233.75**	**$1.60**	**$440.00**	$2.50	$687.50	$1.75	$481.25
319	GLAND KIT M.J. 12inch(s)	Tyler/STAR	MJ-12	5	EA	**$76.85**	**$384.25**	**$107.80**	**$539.00**	$115.41	$577.05	$115.41	$577.05
320	GLAND KIT M.J. 10inch(s)	Tyler/STAR	MJ-10	5	EA	**$74.68**	**$373.40**	**$83.41**	**$417.05**	$89.29	$446.45	$89.29	$446.45
321	GLAND KIT M.J. 3inch(s)	Tyler/STAR	MJ-3	10	EA	**$26.83**	**$268.30**	**$24.40**	**$244.00**	$26.12	$261.20	$26.12	$261.20
322	GLAND KIT M.J. 4inch(s)	Tyler/STAR	MJ-4	10	EA	**$34.80**	**$348.00**	**$34.62**	**$346.20**	$37.07	$370.70	$37.07	$370.70
323	GLAND KIT M.J. 6inch(s)	Tyler/STAR	MJ-6	30	EA	**$47.13**	**$1,413.90**	**$51.93**	**$1,557.90**	$55.60	$1,668.00	$55.60	$1,668.00
324	GLAND KIT M.J. 8inch(s)	Tyler/STAR	MJ-8	30	EA	**$52.20**	**$1,566.00**	**$69.24**	**$2,077.20**	$74.13	$2,223.90	$74.13	$2,223.90
325	GLAND LESS KIT M.J. 12inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-12	5	EA	**$47.13**	**$235.65**	**$48.79**	**$243.95**	$52.23	$261.15	$52.23	$261.15
326	GLAND LESS KIT M.J. 6inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-6	20	EA	**$30.45**	**$609.00**	**$31.48**	**$629.60**	$33.70	$674.00	$33.70	$674.00
327	GLAND LESS KIT M.J. 8inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-8	10	EA	**$34.80**	**$348.00**	**$35.42**	**$354.20**	$135.50	$1,355.00	$38.76	$387.60
328	MACRO COUPLING, XL, DI, 12 ROMAC OR EQUAL, 13.15-14.40	Romac	260-1440851	5	EA	**$735.84**	**$3,679.20**	**$717.17**	**$3,585.85**	$735.84	$3,679.20	$821.04	$4,105.20
329	HYMAX GRIP COUPLING 10inch(s)	Hymax	890-56-10270-16	20	EA	**$637.83**	**$12,756.60**	**$615.43**	**$12,308.60**	$815.28	$16,305.60	$658.41	$13,168.20
330	HYMAX GRIP COUPLING 12inch(s)	Hymax	890-56-12322-16	20	EA	**$750.93**	**$15,018.60**	**$724.55**	**$14,491.00**	$959.86	$19,197.20	$775.15	$15,503.00
331	HYMAX GRIP COUPLING 6inch(s)	Hymax	890-56-06165-16	20	EA	**$389.05**	**$7,781.00**	**$375.39**	**$7,507.80**	$497.28	$9,945.60	$401.61	$8,032.20
332	HYMAX GRIP COUPLING 8inch(s)	Hymax	890-56-08216-16	20	EA	**$502.48**	**$10,049.60**	**$484.83**	**$9,696.60**	$642.27	$12,845.40	$513.17	$10,263.40
333	MACRO COUPLING, XL, DI, 10inch(s) ROMAC , 11.00inch(s)-11.65inch(s)	Romac	260-1220851	20	EA	**$558.92**	**$11,178.40**	**$544.74**	**$10,894.80**	$558.91	$11,178.20	$623.63	$12,472.60
334	MACRO COUPLING, XL, DI, 4inch(s)	Romac	260-0560851	20	EA	**$270.42**	**$5,408.40**	**$263.56**	**$5,271.20**	$270.41	$5,408.20	$301.73	$6,034.60
335	MACRO COUPLING, XL, DI, 6inch(s) ROMAC , 6.62-7.40	Romac	260-0760851	20	EA	**$356.87**	**$7,137.40**	**$347.81**	**$6,956.20**	$356.86	$7,137.20	$398.18	$7,963.60
336	MACRO COUPLING, XL, DI, 8inch(s) ROMAC, 8.63-9.57	Romac	260-0975851	20	EA	**$404.12**	**$8,082.40**	**$393.86**	**$7,877.20**	$404.11	$8,082.20	$450.91	$9,018.20
337	MEG-A-LUG GLAND KIT 10inch(s) DOUBLE DUTY DI PIPE & C900	Tyler Union	TufGrip-TDW-10	10	EA	**$129.86**	**$1,298.60**	**$126.56**	**$1,265.60**	$135.50	$1,355.00	$135.50	$1,355.00
338	MEG-A-LUG GLAND KIT 12inch(s) 2012PV/STARGRIP 4000,C-900	Tyler Union	TufGrip-TDW-12	225	EA	**$186.88**	**$42,048.00**	**$182.14**	**$40,981.50**	$195.00	$43,875.00	$195.00	$43,875.00
339	MEG-A-LUG GLAND KIT 16inch(s) DI EBBA, CL52	Tyler Union	TufGrip-TDW-16	20	EA	**$290.38**	**$5,807.60**	**$283.01**	**$5,660.20**	$303.00	$6,060.00	$303.00	$6,060.00
340	MEG-A-LUG GLAND KIT 4inch(s) C-900 2004PV / 200VPEC / E2004PEC	Tyler Union	TufGrip-TDW-4	45	EA	**$61.35**	**$2,760.75**	**$59.78**	**$2,690.10**	$64.00	$2,880.00	$64.00	$2,880.00
341	MEG-A-LUG GLAND KIT 6inch(s) C-900 HUGHES # 2006PEC/STARGRIP 4000	Tyler Union	TufGrip-TDW-6	410	EA	**$78.10**	**$32,021.00**	**$76.13**	**$31,213.30**	$81.50	$33,415.00	$806.62	$330,714.20
342	MEG-A-LUG GLAND KIT 8inch(s) C-900 IND#E2008PTC/STARGRIP 4000	Tyler Union	TufGrip-TDW-8	325	EA	**$104.94**	**$34,105.50**	**$102.28**	**$33,241.00**	$109.50	$35,587.50	$108.32	$35,204.00
343	MEGA FLANGE, REST ADAPT 3inch(s)	EBBA	2103	10	EA	**$76.21**	**$762.10**	**$72.74**	**$727.40**			$80.00	$800.00
343 ALT1	MEGA FLANGE, REST ADAPT 3inch(s)	ROMAC	RFCA - 3.96	10	EA					$211.20	$2,112.00		
344	MEGA FLANGE, REST ADAPT 4inch(s)	EBBA	2104	10	EA	**$97.56**	**$975.60**	**$93.11**	**$931.10**			$102.00	$1,020.00
344 ALT1	MEGA FLANGE, REST ADAPT 4inch(s)	ROMAC	RFCA - 4.80	10	EA					$266.19	$2,661.90		
345	MEGA FLANGE, REST ADAPT 6inch(s)	EBBA	2106	10	EA	**$140.27**	**$1,402.70**	**$136.72**	**$1,367.20**			$150.00	$1,500.00
345 ALT1	MEGA FLANGE, REST ADAPT 6inch(s)	ROMAC	RFCA - 6.90	10	EA					$348.50	$3,485.00		
346	O-RING, VITON 1	Spears	V-215	10	EA	**$16.63**	**$166.30**	**$24.71**	**$247.10**	No Bid	$247.10	$18.00	$180.00
347	O-RING, VITON 2	Spears	V-330	10	EA	**$25.34**	**$253.40**	**$16.21**	**$162.10**	No Bid	$280.00	$28.00	$280.00
348	PLUG, GRIPPER MECH 3	Cherne	270-237	30	EA	**$9.68**	**$290.40**	**$5.67**	**$170.10**	$6.25	$187.50	$6.50	$195.00
349	PLUG, GRIPPER MECH 4	Cherne	270-296	100	EA	**$11.37**	**$1,137.00**	**$6.96**	**$696.00**	$7.35	$735.00	$8.00	$800.00
350	PLUG, GRIPPER MECH 6	Cherne	270-261	30	EA	**$30.83**	**$924.90**	**$18.82**	**$564.60**	$28.70	$861.00	$21.00	$630.00
351	PLUG, GRIPPER MECH 8inch(s)	Cherne	270-288	20	EA	**$58.66**	**$1,173.20**	**$32.76**	**$655.20**	$41.58	$831.60	$36.00	$720.00
352	Discount off List Price for Special Order Items in this category not mentioned above.					**40.0%**		**10.0%**		10.0%		0.0%	
					Section J Total:	**$214,802.55**		**$208,012.25**		$239,854.55		$522,201.45	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP	North Texas Winwater	Consolidated Pipe & Supply
1	Schedule - 20%	**20.00**	**20.00**	15.00	15.00
2	Specifications - 30%	**30.00**	**30.00**	30.00	30.00
3	Performance - 20%	**18.00**	**13.00**	18.00	12.00
4	Price - 30%	**29.05**	**30.00**	26.02	11.95
	Total Score:	**97.05**	**93.00**	89.02	68.95

							Primary		Secondary					
							Ferguson Enterprises, LLC		Core & Main, LP		North Texas Winwater		Consolidated Pipe & Supply	
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**		**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.													
353	**SECTION K: BRASS TAPPING SADDLES All water service saddles shall conform to ANSI/AWWA C800 standards. Unless otherwise noted in the line detail all water service saddles shall be sized for ductile iron pipe and have an AWWA tapered (CC) outlet.**													
354	SADDLE TAP,BRAS,6inch(s)X1inch(s)	FORD	202B-750-CC4	40	EA		**$128.66**	**$5,146.40**	**$107.72**	**$4,308.80**			$120.35	$4,814.00
354 ALT1		AY MCDONALD	3825 4148-008	40	EA						$120.34	$4,813.60		
355	SADDLE TAP,BRASS,4inch(s)X1inch(s)	FORD	202B-540-CC4	5	EA		**$115.43**	**$577.15**	**$91.47**	**$457.35**			$104.45	$522.25
355 ALT1	SADDLE TAP,BRASS,4inch(s)X1inch(s)	AY MCDONALD	3825 4148-002	5	EA						$102.17	$510.85		
356	SADDLE TAP,BRASS,4inch(s)X2inch(s)	FORD	202B-540-CC7	5	EA		**$146.55**	**$732.75**	**$116.18**	**$580.90**			$132.59	$662.95
356 ALT1	SADDLE TAP,BRASS,4inch(s)X2inch(s)	AY MCDONALD	3825 4148-004	5	EA						$129.71	$648.55		
357	SADDLE TAP,BRASS,8inch(s)X1inch(s)	FORD	202B-962-CC4	185	EA		**$159.23**	**$29,457.55**	**$133.37**	**$24,673.45**			$148.95	$27,555.75
357 ALT1	SADDLE TAP,BRASS,8inch(s)X1inch(s)	AY MCDONALD	3825 4148-014	185	EA						$148.95	$27,555.75		
358	SADDLE,TAP,10inch(s)X1inch(s) BRASS	FORD	202B-1212-CC4	5	EA		**$208.48**	**$1,042.40**	**$165.22**	**$826.10**			$188.64	$943.20
358 ALT1	SADDLE,TAP,10inch(s)X1inch(s) BRASS	AY MCDONALD	3825 4148-034	5	EA						$184.54	$922.70		
359	SADDLE,TAP,12inch(s)X1inch(s) BRASS	FORD	202B-1438-CC4	60	EA		**$230.85**	**$13,851.00**	**$193.40**	**$11,604.00**			$213.63	$12,817.80
359 ALT1	SADDLE,TAP,12inch(s)X1inch(s) BRASS	AY MC DONALD	3825 4148-020	60	EA						$215.96	$12,957.60		
360	SADDLE,TAP,12inch(s)X2inch(s) BRASS	FORD	202B-1438-CC7	45	EA		**$265.07**	**$11,928.15**	**$222.12**	**$9,995.40**			$247.87	$11,154.15
360 ALT1	SADDLE,TAP,12inch(s)X2inch(s) BRASS	AY MC DONALD	3825 4148-022	45	EA						$247.97	$11,158.65		
361	SADDLE,TAP,16inch(s)X2inch(s) BRASS	FORD	202B-1840-CC7	5	EA		**$418.23**	**$2,091.15**	**$572.13**	**$2,860.65**			$370.41	$1,852.05
361 ALT1	SADDLE,TAP,16inch(s)X2inch(s) BRASS	AY MC DONALD	3825A 4148-209	5	EA						$370.41	$1,852.05		
362	SADDLE,TAP,8inch(s)X2inch(s) BRASS	FORD	202B-962-CC7	15	EA		**$182.49**	**$2,737.35**	**$153.01**	**$2,295.15**			$170.72	$2,560.80
362 ALT1	SADDLE,TAP,8inch(s)X2inch(s) BRASS	AY MC DONALD	3825 4148-016	15	EA						$170.72	$2,560.80		
363	SADDLETAP,BRASS,6inch(s)X2inch(s)	FORD	202B-750-CC7	15	EA		**$170.81**	**$2,562.15**	**$135.41**	**$2,031.15**			$151.18	$2,267.70
363 ALT1	SADDLETAP,BRASS,6inch(s)X2inch(s)	AY MC DONALD	3825 4148-010	15	EA						$151.18	$2,267.70		
364	SADDLE,TAP,16inch(s)X1inch(s) BRASS +	FORD	202B-1840-CC4	2	EA		**$418.23**	**$836.46**	**$490.41**	**$980.82**			$366.43	$732.86
364 ALT1	SADDLE,TAP,16inch(s)X1inch(s) BRASS +	AY MC DONALD	3825A 4148-205	2	EA						$370.41	$740.82		
365	SADDLE,TAP,20inch(s)X1inch(s) BRASS +	FORD	202B-2220-CC4	2	EA		**$495.91**	**$991.82**	**$652.97**	**$1,305.94**			$439.21	$878.42
365 ALT1	SADDLE,TAP,20inch(s)X1inch(s) BRASS +	AY MC DONALD	3825A 4148-248	2	EA						$439.21	$878.42		
366	SADDLE,TAP,20inch(s)X2inch(s) BRASS +	FORD	202B-2220-CC7	2	EA		**$625.76**	**$1,251.52**	**$652.97**	**$1,305.94**			$448.96	$897.92
366 ALT1	SADDLE,TAP,20inch(s)X2inch(s) BRASS +	AY MC DONALD	3825A 4148-244	2	EA						$439.21	$878.42		
367	SADDLE,TAP,10inch(s)X2inch(s) BRASS	FORD	202B-1212-CC7	1	EA		**$269.84**	**$269.84**	**$194.93**	**$194.93**			$222.49	$222.49
367 ALT1	SADDLE,TAP,10inch(s)X2inch(s) BRASS	AY MC DONALD	4148-039	1	EA						$217.65	$217.65		
368	SADDLE, TAP, BRASS, 18inch(s)X2	FORD	202B-2050-IP7	1	EA		**$528.93**	**$528.93**	**$634.70**	**$634.70**			$436.41	$436.41
368 ALT1	SADDLE, TAP, BRASS, 18inch(s)X2	AY MC DONALD	3826 4148-237	1	EA						$426.92	$426.92		
369	SADDLE, TAP, BRASS, 24inch(s)X1inch(s)	FORD	202B-2650-CC4	1	EA		**$724.54**	**$724.54**	**$765.92**	**$765.92**			$492.96	$492.96
369 ALT1	SADDLE, TAP, BRASS, 24inch(s)X1inch(s)	AY MC DONALD	3825B 4148-272	1	EA						$482.94	$482.94		
370	SADDLE,TAP,16inch(s)X1inch(s) CONC CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	362001988090000	1	EA		**$284.89**	**$284.89**	**$168.80**	**$168.80**	$290.96	$290.96	$404.26	$404.26
371	SADDLE,TAP,16inch(s)X2inch(s) CONC CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	362001198815000	1	EA		**$284.89**	**$284.89**	**$168.80**	**$168.80**	$290.96	$290.96	$404.26	$404.26
372	SADDLE,TAP 20inch(s)X1inch(s) CONCRTE CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	36224309000	1	EA		**$325.19**	**$325.19**	**$192.68**	**$192.68**	$332.11	$332.11	$461.46	$461.46
373	SADDLE,TAP 20inch(s)X2inch(s) CONCRTE CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	362243815000	1	EA		**$325.19**	**$325.19**	**$192.68**	**$192.68**	$332.11	$332.11	$461.46	$461.46
374	SADDLE, WYE FLEXIBLE 4inch(s)	Fernco	TSW-4	125	EA		**$63.15**	**$7,893.75**	**$49.97**	**$6,246.25**	$55.93	$6,991.25	$52.50	$6,562.50
375	SADDLE, WYE FLEXIBLE 6inch(s)	Fernco	TSW-6	25	EA		**$80.17**	**$2,004.25**	**$64.14**	**$1,603.50**	$72.88	$1,822.00	$71.26	$1,781.50
376	Discount off List Price for Special Order Items in this category not mentioned above.						**42.0%**		**10.0%**		10.0%		0.0%	
				Section K Total:			**$85,847.32**		**$73,393.91**		$78,932.81		$78,887.15	

Evaluation

Item #	**Scoring Criteria**	**Ferguson Enterprises, LLC**	**Core & Main, LP**	North Texas Winwater	Consolidated Pipe & Supply
1	Schedule - 20%	**20.00**	**20.00**	15.00	15.00
2	Specifications - 30%	**30.00**	**30.00**	30.00	30.00
3	Performance - 20%	**18.00**	**13.00**	18.00	12.00
4	Price - 30%	**25.65**	**30.00**	27.89	27.91
	Total Score:	**93.65**	**93.00**	90.89	84.91

Exhibit 2
RFP 8788 - Pricing Evaluation for Water and Wastewater Inventory

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, LP		North Texas Winwater		Consolidated Pipe & Supply	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
377	**SECTION L: STAINLESS STEEL TAPPING SLEEVES Romac, Smith Blair, and Power Seal Brands Only - NO FORD**												
378	SLEEVE, TAPPING 4inch(s)X4inch(s) SS FL	Romac	SSTIII-5.00 X 4-SS FLG	10	EA	**$989.39**	**$9,893.90**	**$827.00**	**$8,270.00**	$858.69	$8,586.90	$989.39	$9,893.90
379	SLEEVE, TAPPING 6X6 SS FLG	Romac	SSTIII-7.30 X 6-SS FLG	10	EA	**$1,019.98**	**$10,199.80**	**$852.00**	**$8,520.00**	$885.23	$8,852.30	$1,019.98	$10,199.80
380	SLEEVE, TAPPING 8inch(s)X4inch(s) SS FL	Romac	SSTIII-9.45 X 4-SS FLG	10	EA	**$1,014.16**	**$10,141.60**	**$847.00**	**$8,470.00**	$880.19	$8,801.90	$1,014.16	$10,141.60
381	SLEEVE, TAPPING 8inch(s)X6inch(s) SS FL	Romac	SSTIII-9.45 X 6-SS FLG	15	EA	**$1,097.22**	**$16,458.30**	**$917.00**	**$13,755.00**	$952.28	$14,284.20	$1,097.22	$16,458.30
382	SLEEVE, TAPPING 8inch(s)X 8inch(s) SS FL	Romac	SSTIII-9.45 X 8-SS FLG	10	EA	**$1,342.02**	**$13,420.20**	**$1,121.00**	**$11,210.00**	$1,161.74	$11,617.40	$1,342.02	$13,420.20
383	SLEEVE, TAPPING 10inch(s)X6inch(s) SS FL	Romac	SSTIII-11.45 X 6-SS FLG	5	EA	**$1,178.81**	**$5,894.05**	**$985.00**	**$4,925.00**	$1,023.10	$5,115.50	$1,178.81	$5,894.05
384	SLEEVE, TAPPING 10inch(s)X8inch(s) SS FL	Romac	SSTIII-11.45 X 8-SS FLG	10	EA	**$1,546.00**	**$15,460.00**	**$1,292.00**	**$12,920.00**	$1,341.78	$13,417.80	$1,546.00	$15,460.00
385	SLEEVE, TAPPING 10inch(s)X10inch(s) SS FL	Romac	SSTIII-11.45 X 10-SS FLG	5	EA	**$2,262.92**	**$11,314.60**	**$1,891.00**	**$9,455.00**	$1,963.99	$9,819.95	$2,262.92	$11,314.60
386	SLEEVE, TAPPING 12inch(s)X4inch(s) SS FL	Romac	SSTIII-13.56 X 4-SS FLG	5	EA	**$1,308.49**	**$6,542.45**	**$1,093.00**	**$5,465.00**	$1,135.64	$5,678.20	$1,308.49	$6,542.45
387	SLEEVE, TAPPING 12inch(s)X6inch(s) SS FL	Romac	SSTIII-13.56 X 6-SS FLG	10	EA	**$1,448.37**	**$14,483.70**	**$1,210.00**	**$12,100.00**	$1,257.64	$12,576.40	$1,448.37	$14,483.70
388	SLEEVE, TAPPING 12inch(s)X8inch(s) SS FL	Romac	SSTIII-13.56 X 8-SS FLG	10	EA	**$1,766.10**	**$17,661.00**	**$1,476.00**	**$14,760.00**	$1,532.80	$15,328.00	$1,766.09	$17,660.90
389	SLEEVE TAPPING 12inch(s)X12inch(s) SS FL	Romac	SSTIII-13.56 X 12-SS FLG	5	EA	**$2,561.60**	**$12,808.00**	**$2,141.00**	**$10,705.00**	$2,223.21	$11,116.05	$2,561.60	$12,808.00
390	SLEEVE, TAPPING 16inch(s)X6inch(s) SS FL	Romac	SSTIII-17.80 X 6-SS FLG	5	EA	**$2,096.80**	**$10,484.00**	**$1,752.00**	**$8,760.00**	$1,819.81	$9,099.05	$2,096.80	$10,484.00
391	TAPPING SLEEVE, 16inch(s)X8inch(s) SS FL	Romac	SSTIII-17.80 X 8-SS FLG	5	EA	**$2,278.95**	**$11,394.75**	**$1,904.00**	**$9,520.00**	$1,977.90	$9,889.50	$2,278.95	$11,394.75
392	SLEEVE, TAPPING 16inch(s)X12inch(s) SS FL	Romac	SSTIII-17.80 X 12-SS FLG	5	EA	**$3,124.05**	**$15,620.25**	**$2,611.00**	**$13,055.00**	$2,711.38	$13,556.90	$3,124.05	$15,620.25
393	Discount off List Price for Special Order Items in this category not mentioned above.					**45.0%**		**10.0%**		10.0%		0.0%	
					Section L Total:	**$181,776.60**		**$151,890.00**		$157,740.05		$181,776.50	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP	North Texas Winwater	Consolidated Pipe & Supply
1	Schedule - 20%	**20.00**	**20.00**	15.00	15.00
2	Specifications - 30%	**30.00**	**30.00**	30.00	30.00
3	Performance - 20%	**18.00**	**13.00**	18.00	12.00
4	Price - 30%	**25.07**	**30.00**	28.89	25.07
	Total Score:	**93.07**	**93.00**	91.89	82.07

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, LP		North Texas Winwater		Consolidated Pipe & Supply	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
394	**SECTION M: GATE VALVES, BALL VALVES, STOPS ; Acceptable water service valve manufacturers are: Mueller, Ford, MacDonald, Jones.**												
395	ANGLE BALL VALVE 2inch(s), FLNG-PJ	Mueller	P24276-550N	40	EA	**$243.10**	**$9,724.00**	**$237.49**	**$9,499.60**			$379.02	$15,160.80
395 ALT1	ANGLE BALL VALVE 2inch(s), FLNG-PJ	AY MCDONALD	74602B-22 5149-224	40	EA					$387.80	$15,512.00		
396	STOP, ANGLE METER 1inch(s) I.P.	Mueller	H14265-330N	20	EA	**$44.96**	**$899.20**	**$44.28**	**$885.60**			$54.29	$1,085.80
396 ALT1	STOP, ANGLE METER 1inch(s) I.P.	AY MCDONALD	74604 5124-148	20	EA					$55.47	$1,109.40		
397	STOP, ANGLE METER 1inch(s) P.J.	Ford	BA43-44W-NL	300	EA	**$122.49**	**$36,747.00**	**$114.80**	**$34,440.00**			$128.25	$38,475.00
397 ALT1	STOP, ANGLE METER 1inch(s) P.J.	AY MCDONALD	74602B-22 5133-162	300	EA					$132.43	$39,729.00		
398	STOP, ANGLE METER 3/4inch(s) I.P	Mueller	H14265-215N	35	EA	**$29.34**	**$1,026.90**	**$28.90**	**$1,011.50**			$35.41	$1,239.35
398 ALT1	STOP, ANGLE METER 3/4inch(s) I.P	AY MCDONALD	74604 5124-147	35	EA					$36.18	$1,266.30		
399	STOP, ANGLE METER 3/4inch(s) P.J.	Mueller	H14258-215N	30	EA	**$39.36**	**$1,180.80**	**$38.77**	**$1,163.10**			$45.30	$1,359.00
399 ALT1	STOP, ANGLE METER 3/4inch(s) P.J.	AY MCDONALD	74602Q 5182-356	30	EA					$46.28	$1,388.40		
400	STOP, ANGLE METER 3/4inch(s)X1inch(s) P.J	Ford	KV43-332W	15	EA	**$50.28**	**$754.20**	**$38.77**	**$581.55**			$45.30	$679.50
400 ALT1	STOP, ANGLE METER 3/4inch(s)X1inch(s) P.J	AY MCDONALD	74602-22 5140-101	15	EA					$46.28	$694.20		
401	STOP, CORP. 1inch(s)PJ W/LOCKNUT	Ford	F1000-4-NL	350	EA	**$53.20**	**$18,620.00**	**$49.38**	**$17,283.00**			$55.72	$19,502.00
401 ALT1	STOP, CORP. 1inch(s)PJ W/LOCKNUT	AY MCDONALD	74701-22 5141-130	350	EA					$57.53	$20,135.50		
402	STOP, CORP. 2inch(s) (CC x FIP)	Ford	F1600-7-NL	50	EA	**$249.72**	**$12,486.00**	**$218.94**	**$10,947.00**	No Bid	$14,113.00	$282.26	$14,113.00
403	STOP, CORP. 2inch(s) (CC x CTS PJ)	Ford	FB1000-7-NL	30	EA	**$253.65**	**$7,609.50**	**$231.45**	**$6,943.50**			$282.26	$8,467.80
403 ALT1	STOP, CORP. 2inch(s) (CC x CTS PJ)	AY MCDONALD	74101B-22 5133-438	30	EA					$280.60	$8,418.00		
404	STOP, CORP. 3/4inch(s) CC-PJ	Mueller	P15008-250N	15	EA	**$33.10**	**$496.50**	**$32.60**	**$489.00**			$36.83	$552.45
404 ALT1	STOP, CORP. 3/4inch(s) CC-PJ	AY MCDONALD	74701-22 5140-107	15	EA					$38.03	$570.45		
405	STOP, CURB 1inch(s) I-I	Mueller	B20200-330N	20	EA	**$84.01**	**$1,680.20**	**$82.74**	**$1,654.80**			$92.45	$1,849.00
405 ALT1	STOP, CURB 1inch(s) I-I	AY MCDONALD	76101W 5139-113	20	EA					$95.47	$1,909.40		
406	STOP, CURB 1inch(s) PJ-IP	Mueller	P25170-330N	145	EA	**$93.55**	**$13,564.75**	**$92.13**	**$13,358.85**			$102.93	$14,924.85
406 ALT1	STOP, CURB 1inch(s) PJ-IP	AY MCDONALD	76102W-22 5139-117	145	EA					$106.28	$15,410.60		
407	STOP, CURB 3/4inch(s) I-I	Mueller	B20200-250N	25	EA	**$54.85**	**$1,371.25**	**$54.02**	**$1,350.50**			$60.33	$1,508.25
407 ALT1	STOP, CURB 3/4inch(s) I-I	AY MCDONALD	76101W 5139-112	25	EA					$62.79	$1,569.75		
408	STOP, CURB. 3/4inch(s) PJ-I	Ford	B41-333W	100	EA	**$64.80**	**$6,480.00**	**$60.78**	**$6,078.00**			$67.83	$6,783.00
408 ALT1	STOP, CURB. 3/4inch(s) PJ-I	AY MC DONALD	76102W-22 5139-120	100	EA					$70.04	$7,004.00		
409	VALVE FL-MJ 12inch(s) NON THREADED	Mueller	A2361-19-12 OL	5	EA	**$2,307.73**	**$11,538.65**	**$2,272.59**	**$11,362.95**			No Bid	$12,621.35
409 ALT1	VALVE FL-MJ 12inch(s) NON THREADED	M7H	4702GVMJFL12	5	EA					$2,524.27	$12,621.35		
410	VALVE FL-MJ 6inch(s)	Mueller	A2361-19-6 OL	60	EA	**$769.72**	**$46,183.20**	**$758.00**	**$45,480.00**			No Bid	$50,508.00
410 ALT1	VALVE FL-MJ 6inch(s)	M&H	4702GVMJFL06	60	EA					$841.80	$50,508.00		
411	VALVE FL-MJ 8inch(s)	Mueller	A2361-19-8 OL	20	EA	**$1,202.80**	**$24,056.00**	**$1,184.49**	**$23,689.80**			No Bid	$27,536.00
411 ALT1	VALVE FL-MJ 8inch(s)	M&H	4702GVMJFL08	20	EA					$1,376.80	$27,536.00		
412	VALVE GATE FL 4inch(s) W/NUT	Mueller	A2361-6-4 OL	3	EA	**$597.94**	**$1,793.82**	**$588.84**	**$1,766.52**			No Bid	$1,962.12
412 ALT1	VALVE GATE FL 4inch(s) W/NUT	M&H	4702GVFLFL04	3	EA					$654.04	$1,962.12		
413	VALVE GATE FL 4inch(s) W/WHEEL	Mueller	A2361-6-4 HW OL	3	EA	**$597.94**	**$1,793.82**	**$588.84**	**$1,766.52**			No Bid	$1,962.12
413 ALT1	VALVE GATE FL 4inch(s) W/WHEEL	M&H	4702GVFLFL04HW	3	EA					$654.04	$1,962.12		
414	VALVE GATE FL 8inch(s) W/O ACCESS	Mueller	A2361-6-8 OL	20	EA	**$1,249.08**	**$24,981.60**	**$1,230.07**	**$24,601.40**			No Bid	$27,323.20
414 ALT1	VALVE GATE FL 8inch(s) W/O ACCESS	M&H	4702GVFLFL08	20	EA					$1,366.16	$27,323.20		
415	VALVE GATE FL X MJ 16inch(s)	Mueller	A2361-19-16 OL	2	EA	**$8,107.29**	**$16,214.58**	**$7,983.83**	**$15,967.66**			No Bid	$17,187.30
415 ALT1	VALVE GATE FL X MJ 16inch(s)	M&H	4702GVMJFL16	2	EA					$8,593.65	$17,187.30		
416	VALVE GATE FL X MJ 4inch(s) L/ACC	Mueller	A2361-19-4 OL	3	EA	**$575.78**	**$1,727.34**	**$567.02**	**$1,701.06**			No Bid	$1,889.40
416 ALT1	VALVE GATE FL X MJ 4inch(s) L/ACC	M&H	4702GVMJFL04	3	EA					$629.80	$1,889.40		
417	VALVE GATE 2inch(s)W/NUT I-I,THREAD	Mueller	A2362-8-2 OL	5	EA	**$368.37**	**$1,841.85**	**$362.77**	**$1,813.85**			No Bid	$2,012.85
417 ALT1	VALVE GATE 2inch(s)W/NUT I-I,THREAD	M&H	470033002	5	EA					$402.57	$2,012.85		
418	VALVE GATE 1 1/2inch(s)	Nibco	T113-1-1/2	20	EA	**$123.61**	**$2,472.20**	**$166.57**	**$3,331.40**	No Bid	$3,331.40	$114.52	$2,290.40
419	VALVE GATE 2inch(s)-BRASS NIBCO	Nibco	T113-2	15	EA	**$148.67**	**$2,230.05**	**$200.34**	**$3,005.10**	No Bid	$3,005.10	$137.75	$2,066.25
420	VALVE GATE FL. 3inch(s) W/WHEEL	Mueller	A2361-19-3 OL	5	EA	**$535.08**	**$2,675.40**	**$526.94**	**$2,634.70**			No Bid	$3,015.80
420 ALT1	VALVE GATE FL. 3inch(s) W/WHEEL	M&H	4702GVFLFL03HW	5	EA					$603.16	$3,015.80		
421	VALVE GATE MJ 16inch(s) W/O ACCESS	Mueller	A2361-23-16 OL	10	EA	**$8,107.29**	**$81,072.90**	**$7,983.83**	**$79,838.30**			No Bid	$85,936.50
421 ALT1	VALVE GATE MJ 16inch(s) W/O ACCESS	M&H	4702GVMJMJ16	10	EA					$8,593.65	$85,936.50		
422	VALVE GATE MJ 12inch(s) W/O ACCESS	Mueller	A2361-23-12 OL	20	EA	**$2,418.67**	**$48,373.40**	**$2,381.84**	**$47,636.80**			No Bid	$54,546.20
422 ALT1	VALVE GATE MJ 12inch(s) W/O ACCESS	M&H	4702GVMJMJ12	20	EA					$2,727.31	$54,546.20		
423	VALVE GATE MJ 4inch(s) W/O ACCESS	Mueller	A2361-23-4 OL	10	EA	**$603.46**	**$6,034.60**	**$594.28**	**$5,942.80**			No Bid	$6,596.80
423 ALT1	VALVE GATE MJ 4inch(s) W/O ACCESS	M&H	4702GVMJMJ04	10	EA					$659.68	$6,596.80		
424	VALVE GATE MJ 6inch(s) W/O ACCESS	Mueller	A2361-23-6 OL	45	EA	**$769.72**	**$34,637.40**	**$758.00**	**$34,110.00**			No Bid	$37,881.00
424 ALT1	VALVE GATE MJ 6inch(s) W/O ACCESS	M&H	4702GVMJMJ06	45	EA					$841.80	$37,881.00		
425	VALVE GATE MJ 8inch(s) W/O ACCESS.	Mueller	A2361-23-8 OL	35	EA	**$1,225.92**	**$42,907.20**	**$1,207.25**	**$42,253.75**			No Bid	$46,927.65
425 ALT1	VALVE GATE MJ 8inch(s) W/O ACCESS.	M&H	4702MJGVMJMJ08	35	EA					$1,340.79	$46,927.65		
426	VALVE, BALL 1 1/2inch(s) FIP-FIP	Mueller	B20200-500N	10	EA	**$171.21**	**$1,712.10**	**$168.60**	**$1,686.00**			$189.05	$1,890.50
426 ALT1	VALVE, BALL 1 1/2inch(s) FIP-FIP	AY MC DONALD	76101w 5139-182	10	EA					$62.29	$622.90		
427	VALVE, BALL 2inch(s) FIP-FIP	Mueller	B20200-550N	60	EA	**$249.27**	**$14,956.20**	**$245.48**	**$14,728.80**			$275.00	$16,500.00
427 ALT1	VALVE, BALL 2inch(s) FIP-FIP	AY MC DONALD	76101w 5139-183	60	EA					$281.25	$16,875.00		
428	VALVE, BALL 3/4-3/4 FL-IP	Mueller	B25166-250N	5	EA	**$64.41**	**$322.05**	**$63.44**	**$317.20**			$74.89	$374.45
428 ALT1	VALVE, BALL 3/4-3/4 FL-IP	AY MCDONALD	76102W 5139-116	5	EA					$73.26	$366.30		
429	VALVE, BALL METER 1.5inch(s)	Mueller	P24276-500N	10	EA	**$243.10**	**$2,431.00**	**$239.41**	**$2,394.10**			$312.33	$3,123.30
429 ALT1	VALVE, BALL METER 1.5inch(s)	AY MCDONALD	74602B-22 5149-067	10	EA					$305.54	$3,055.40		
430	VALVE, BALL METER 2inch(s)	Mueller	P24335-550N	15	EA	**$318.26**	**$4,773.90**	**$313.42**	**$4,701.30**			$387.80	$5,817.00
430 ALT1	VALVE, BALL METER 2inch(s)	AY MCDONALD	74602B-22 5149-224	15	EA					$387.80	$5,817.00		

Exhibit 2
RFP 8788 - Pricing Evaluation for Water and Wastewater Inventory

						Primary		Secondary					
						Ferguson Enterprises, LLC		Core & Main, LP		North Texas Winwater		Consolidated Pipe & Supply	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
394	**SECTION M: GATE VALVES, BALL VALVES, STOPS ; Acceptable water service valve manufacturers are: Mueller, Ford, MacDonald, Jones.**												
431	VALVE TAPPING 12inch(s) W/O ACCESS.	Mueller	T2361-19-12 OL	5	EA	**$3,672.32**	**$18,361.60**	**$3,579.12**	**$17,895.60**			No Bid	$18,361.60
431 ALT1	VALVE TAPPING 12inch(s) W/O ACCESS.	M&H	4702GVMJTAP12	5	EA					$2,579.14	$12,895.70		
432	VALVE TAPPING 4inch(s) W/O ACCESS.	Mueller	T2361-19-4 OL	3	EA	**$769.24**	**$2,307.72**	**$749.72**	**$2,249.16**			No Bid	$2,307.72
432 ALT1	VALVE TAPPING 4inch(s) W/O ACCESS.	M&H	4702GVMJTAP04	3	EA					$643.49	$1,930.47		
433	VALVE TAPPING 6inch(s) W/O ACCESS.	Mueller	T2361-19-6 OL	5	EA	**$1,086.09**	**$5,430.45**	**$1,058.53**	**$5,292.65**			No Bid	$5,430.45
433 ALT1	VALVE TAPPING 6inch(s) W/O ACCESS.	M&H	4702GVMJTAP06	5	EA					$860.10	$4,300.50		
434	VALVE TAPPING 8inch(s) W/O ACCESS.	Mueller	T2361-19-8 OL	5	EA	**$1,612.09**	**$8,060.45**	**$1,571.18**	**$7,855.90**			No Bid	$8,060.45
434 ALT1	VALVE TAPPING 8inch(s) W/O ACCESS.	M&H	4702MJGVTAP08	5	EA					$1,344.01	$6,720.05		
435	VALVE, CHECK DOUBLE 2inch(s)	Watts	2-LF-007-M1-QT	20	EA	**$637.31**	**$12,746.20**	**$517.62**	**$10,352.40**	$625.00	$12,500.00	$598.82	$11,976.40
436	BACKFLOW PREVENTER, RPZ 2inch(s)	Zurn	975XL3	20	EA	**$888.21**	**$17,764.20**	**$725.00**	**$14,500.00**	$525.00	$10,500.00	$809.17	$16,183.40
437	REPAIR KIT, 2inch(s) RPZ BACKFLOW +	Zurn	WRK114-975XLC	20	EA	**$182.19**	**$3,643.80**	**$150.00**	**$3,000.00**	$145.00	$2,900.00	$170.00	$3,400.00
438	Discount off List Price for Special Order Items in this category not mentioned above.					**43.0%**		**10.0%**		10.0%		0.0%	
					Section M Total:	**$555,683.98**		**$537,561.72**		$591,556.11		$601,388.01	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP	North Texas Winwater	Consolidated Pipe & Supply
1	Schedule - 20%	**20.00**	**20.00**	15.00	15.00
2	Specifications - 30%	**30.00**	**30.00**	30.00	30.00
3	Performance - 20%	**18.00**	**13.00**	18.00	12.00
4	Price - 30%	**29.02**	**30.00**	27.26	26.82
	Total Score:	**97.02**	**93.00**	90.26	83.82

						Primary		Secondary	
						Ferguson Enterprises, LLC		Core & Main, LP	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.								
439	**SECTION N: METER RESETTERS Acceptable water service resetter manufacturers are: Mueller, Ford, Jones.**								
440	RESETTER COPPER 3/4inch(s)	Ford	V42-7W	500	EA	**$102.30**	**$51,150.00**	**$112.67**	**$56,335.00**
440 ALT1	RESETTER COPPER 3/4inch(s)	AY MCDONALD	718-207LX 5156-449	500	EA				
441	RESETTER COPPER 5/8inch(s)X 3/4	Mueller	234H-1404	5	EA	**$93.40**	**$467.00**	**$100.67**	**$503.35**
442	RESETTER,COPPER, 1inch(s)X10inch(s)	Ford	V44-10W	10	EA	**$188.58**	**$1,885.80**	**$219.03**	**$2,190.30**
442 ALT1	RESETTER,COPPER, 1inch(s)X10inch(s)	AY MCDONALD	718-410LX 5157-142	10	EA				
443	RESETTER,COPPER, 1-1/2inch(s) X 13Flanged Key valve on inlet, flanged Ell on outlet	Ford	V46-13	10	EA	**$1,079.88**	**$10,798.80**	**$1,398.95**	**$13,989.50**
444	RESETTER, COPPER, 1 1/2 X 18inch(s)	Ford	V46-18	1	EA	**$1,106.42**	**$1,106.42**	**$1,398.95**	**$1,398.95**
444 ALT1	RESETTER, COPPER, 1 1/2 X 18inch(s) W/ BALL VALVE	AY MCDONALD	718-618WN 5136-311	1	EA				
445	RESETTER,COPPER, 2inch(s) X 12Flanged Key valve on inlet, flanged Ell on outlet	Ford	V47-12	10	EA	**$1,218.79**	**$12,187.90**	**$1,544.88**	**$15,448.80**
446	RESETTER,COPPER, 2 X 18inch(s)	Mueller	106B2424N	2	EA	**$1,448.33**	**$2,896.66**	**$1,544.88**	**$3,089.76**
446 ALT1	RESETTER,COPPER, 2 X 18inch(s)	AY MCDONALD	718-718WN 5136-361	2	EA				
447	RESETTER, COPPER 12inch(s)	Ford	V42-12W	10	EA	**$103.51**	**$1,035.10**	**$122.03**	**$1,220.30**
447 ALT1	RESETTER, COPPER 12inch(s)	AY MCDONALD	718-212LX 5157-322	10	EA				
448	RESETTER, COPPER 15inch(s)	Ford	V42-15W	5	EA	**$107.86**	**$539.30**	**$127.84**	**$639.20**
448 ALT1	RESETTER, COPPER 15inch(s)	AY MCDONALD	718-215LX 5134-034	5	EA				
449	CORP, 1500 5/8inch(s)X3/4inch(s) SAMPLE STATION WATER PLUS	WaterPlus Corp	1500 5/8inch(s) x 3/4inch(s)	15	EA	**$496.48**	**$7,447.20**	**$778.95**	**$11,684.25**
450	Discount off List Price for Special Order Items in this category not mentioned above.					**42.0%**		**10.0%**	
					Section N Total:	**$89,514.18**		**$106,499.41**	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP
1	Schedule - 20%	**20.00**	**10.00**
2	Specifications - 30%	**30.00**	**30.00**
3	Performance - 20%	**18.00**	**13.00**
4	Price - 30%	**30.00**	**25.22**
	Total Score:	**98.00**	**78.22**

						Ferguson Enterprises, LLC		Consolidated Pipe & Supply		Core & Main, LP	
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.										
451	**SECTION O: WATER METER VAULT HATCHWAYS ; BILCO BRAND ONLY**										
452	HATCHWAY, ALUMINUM 36inch(s)X48 PEDESTRIAN RATED, BILCO ONLY	BILCO	JD-AL	1	EA	**$2,145.00**	**$2,145.00**	$1,910.00	$1,910.00	$3,145.00	$3,145.00
453	HATCHWAY, ALUMINUM 48inch(s)X48 PEDESTRIAN RATED, BILCO ONLY	BILCO	JD-AL	5	EA	**$2,128.75**	**$10,643.75**	$1,895.00	$9,475.00	$3,128.00	$15,640.00
454	HATCHWAY, ALUMINUM 48inch(s)X72 PEDESTRIAN RATED, BILCO ONLY	BILCO	JD-AL	1	EA	**$2,778.75**	**$2,778.75**	$2,470.00	$2,470.00	$3,778.00	$3,778.00
455	HATCHWAY, ALUMINUM 72inch(s)X72inch(s) PEDESTRIAN RATED, BILCO ONLY	BILCO	JD-AL	1	EA	**$6,003.75**	**$6,003.75**	$5,340.00	$5,340.00	$7,004.00	$7,004.00
456	HATCHWAY, ALUMINUM 72inch(s)X96inch(s) PEDESTRIAN RT BILCO JD-AL ONLY	BILCO	JD-AL	1	EA	**$6,995.31**	**$6,995.31**	$6,665.00	$6,665.00	$8,495.00	$8,495.00
457	Discount off List Price for Special Order Items in this category not mentioned above.					**0.0%**		0.0%		10.0%	
					Section O Total:	**$28,566.56**		$25,860.00		$38,062.00	

Evaluation

Item #	**Scoring Criteria**	**Ferguson Enterprises, LLC**	Consolidated Pipe & Supply	Core & Main, LP
1	Schedule - 20%	**20.00**	10.00	15.00
2	Specifications - 30%	**30.00**	30.00	30.00
3	Performance - 20%	**18.00**	12.00	15.00
4	Price - 30%	**27.16**	30.00	20.38
	Total Score:	**95.16**	82.00	80.38

						Ferguson Enterprises, LLC		North Texas Winwater		Consolidated Pipe & Supply		Core & Main, LP	
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.												
458	**extensions shall be screw type with a minimum shaft diameter of 5 inch(s).**												
459	BOX VALVE EXTENSION 24inch(s) TYLER# 6850-6D	Tyler Union	6850-6D	5	EA	**$83.16**	**$415.80**	$86.77	$433.85	$88.70	$443.50	$125.36	$626.80
460	BOX VALVE LID TYLER# 6850-10T 461-S-5 1/4	Tyler Union	DVBLIDW	215	EA	**$17.76**	**$3,818.40**	$18.53	$3,983.95	$18.53	$3,983.95	$42.39	$9,113.85
461	BOX VALVE RISER 1 1/2inch(s) ITEM# 30002986111W/SET SCREWS	Tyler Union	30002986111	100	EA	**$21.80**	**$2,180.00**	$22.75	$2,275.00	$22.75	$2,275.00	$53.28	$5,328.00
462	BOX VALVE RISER 1inch(s)W/SET SCREW	Tyler Union	30002986110	100	EA	**$19.38**	**$1,938.00**	$20.22	$2,022.00	$20.22	$2,022.00	$141.09	$14,109.00
463	BOX, VALVE ROUND PLASTIC 6	DALLAS SPECIALTY	DS109SWR	70	EA	**$4.88**	**$341.60**	$7.00	$490.00	$5.25	$367.50	$4.66	$326.20
464	BOX,VALVE ROUND PLASTIC 10	DALLAS SPECIALTY	DS1100S	70	EA	**$9.49**	**$664.30**	$13.00	$910.00	$10.15	$710.50	$9.06	$634.20
465	BOX, VALVE TOP SECTION 10inch(s)	Tyler Union	10-T	225	EA	**$49.25**	**$11,081.25**	$51.39	$11,562.75	$51.72	$11,637.00	$84.90	$19,102.50
466	BOOT, CLEANOUT	Bass&Hays	#339	5	EA	**$426.31**	**$2,131.55**	$448.85	$2,244.25	$430.80	$2,154.00	$415.50	$2,077.50
467	CLEANOUT,CI, 4inch(s) 2 BOLT + BASS&HAYS#BH 404 C W/GASKET	Bass&Hays	BH 404	30	EA	**$104.75**	**$3,142.50**	$109.30	$3,279.00	$105.85	$3,175.50	$102.10	$3,063.00
468	Discount off List Price for Special Order Items in this category not mentioned above.					**0.0%**		10.0%		0.0%		10.0%	
					Section P Total:	**$25,713.40**		$27,200.80		$26,768.95		$54,381.05	

Evaluation

Item #	**Scoring Criteria**	**Ferguson Enterprises, LLC**	North Texas Winwater	Consolidated Pipe & Supply	Core & Main, LP
1	Schedule - 20%	**20.00**	15.00	15.00	20.00
2	Specifications - 30%	**30.00**	30.00	30.00	30.00
3	Performance - 20%	**18.00**	18.00	12.00	13.00
4	Price - 30%	**30.00**	28.36	28.82	14.19
	Total Score:	**98.00**	91.36	85.82	77.19

						Metron Farnier, LLC		Ferguson Enterprises, LLC		Consolidated Pipe & Supply	
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	specifications in the scope of work has more details for each section related to preferred manufacturers.										
469	**SECTION Q: Water Meters - Single Jet. Metron Farnier ONLY.**										
470	UME SPECTRUM 175, 3inch(s) TOPW/REG/TOUCH PAD METRON# RK175D	Metron Farnier	RK175D	20	EA	**$1,094.50**	**$21,890.00**	$1,706.43	$34,128.60	$1,295.00	$25,900.00
471	METER, WATER,SINGLE JET, S175+S175EM-3G/MF-STR-3/MF-AMR-TPP	Metron Farnier	S175-3	10	EA	**$2,695.00**	**$26,950.00**	$4,135.71	$41,357.10	$3,079.79	$30,797.90
472	METER, WATER SNGL JET,S500-3inch(s)+S500D-MSR3,T2I8INTTPP,T2I8MH6D	Metron Farnier	S500-4	5	EA	**$3,495.00**	**$17,475.00**	$5,421.43	$27,107.15	$4,037.25	$20,186.25
473	METER, WATER,SNGL JET,S260-4inch(s)+S260EM-4-G/MF-STR-4/MF-AMR-TPP	Metron Farnier	S260-4	5	EA	**$3,495.00**	**$17,475.00**	$5,421.43	$27,107.15	$4,037.25	$20,186.25
474	METER, WATER,SINGLE JET, S440S440-4-G/MF-STR-4/MF-AMR-TPP	Metron Farnier	S440-4	5	EA	**$4,495.00**	**$22,475.00**	$6,421.43	$32,107.15	$4,781.91	$23,909.55
475	Discount off List Price for Special Order Items in this category not mentioned above.					**10.0%**		10.0%		0.0%	
					Section Q Total:	**$106,265.00**		$161,807.15		$120,979.95	

Evaluation

Item #	**Scoring Criteria**	**Metron Farnier, LLC**	Ferguson Enterprises, LLC	Consolidated Pipe & Supply
1	Schedule - 20%	**15.00**	20.00	15.00
2	Specifications - 30%	**30.00**	30.00	30.00
3	Performance - 20%	**18.00**	18.00	12.00
4	Price - 30%	**30.00**	19.70	26.35
	Total Score:	**93.00**	87.70	83.35

						Primary		Secondary			
						Ferguson Enterprises, LLC		Core & Main, LP		Consolidated Pipe & Supply	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more details for each section related to preferred manufacturers.										
476	**SECTION R: MISCELLANEOUS INVENTORY**										
477	CHLORINE, GRANULAR, 100 LBS	Dryrtec	72304	115	DR	**$775.00**	**$89,125.00**	**$377.78**	**$43,444.70**	$365.00	$41,975.00
478	CLAMP, SNAP, 51inch(s) STANLEY ROBERTS #SC-248/SC-258	Stanley Roberts	SC-258	550	EA	**$5.42**	**$2,981.00**	**$5.66**	**$3,113.00**	$6.00	$3,300.00
479	DEODORANT LIQUID LONG-GON TEXAS NTL# S5086Q / AC6440-12	Fresh Products	BioConqueror 105	45	EA	**$82.48**	**$3,711.60**	**$400.00**	**$18,000.00**	No Bid	$18,000.00
480	ENCASEMENT POLY 29 X 200feet 29DW1WP / D29200PWF812	White Rhino		15	RL	**$56.38**	**$845.70**	**$121.16**	**$1,817.40**	$150.00	$2,250.00
481	ENCASEMENT,POLY 52inch(s)X200feet HDPE 4 MIL, HDPE	White Rhino		5	EA	**$653.38**	**$3,266.90**	**$205.56**	**$1,027.80**	$200.00	$1,000.00
482	ENCASEMENT,POLY 52inch(s)X200feet LDPE 8 MIL, LDPE	White Rhino		5	EA	**$236.13**	**$1,180.65**	**$205.56**	**$1,027.80**	$250.00	$1,250.00
483	GASKET, RAM NEK FLEXIBLE 42inch(s) 1.5inch(s)X42inch(s), RM 101 (20/CA)	RamNek	RM-101	130	EA	**$72.37**	**$9,408.10**	**$83.34**	**$10,834.20**	$115.00	$14,950.00
484	GASKET, 1/8inch(s) T, 48inch(s) ROLL F# DRRRG48A			3	RL	**$9.60**	**$28.80**	**$853.34**	**$2,560.02**	$853.33	$2,559.99
485	GASKET, BLK EPDM 4feet x 50feet ROLL F# EGWH9855			3	RL	**No Bid**	**$4,046.67**	**$1,348.89**	**$4,046.67**	$1,348.89	$4,046.67
486	HACH IRON REAGENT POWDERPILLOW 5ML (100 PK)	Hach	92799	20	EA	**$32.41**	**$648.20**	**$28.86**	**$577.20**	$38.49	$769.80
487	HACH PDP POWDER PILLOWS DPD4 (TOTAL)10ML 1000/PACK	Hach	2105628	20	EA	**$280.00**	**$5,600.00**	**$249.38**	**$4,987.60**	$305.00	$6,100.00
488	HOSE, SEWER FLUSH 3/4inch(s) X 600feet BARCO PIRANHA HP-12 (BLUE)	Piranha	HPB-12	5	EA	**$1,862.96**	**$9,314.80**	**$2,237.08**	**$11,185.40**	$2,900.00	$14,500.00
489	INFLOW DEFENDER, HDPE 24 POLYETHYLENE PRIME HDPE 250			85	EA	**$56.84**	**$4,831.40**	**$61.12**	**$5,195.20**	$62.50	$5,312.50
490	INFLOW DFNDR MAX, 30inch(s) POLYCARB INFLOW DEFENDER			20	EA	**$73.68**	**$1,473.60**	**$77.78**	**$1,555.60**	$77.78	$1,555.60
491	INSERT STIFFENER 1inch(s) STAINLESS S WHITE RHINO	Proselect	PSISCG	1		**$1.40**	**$1.40**	**$0.95**	**$0.95**	$2.00	$2.00
491 ALT1	INSERT STIFFENER 1inch(s) STAINLESS S	AY MCDONALD	6133T	1	EA						
492	INSERT STIFFENER 1 1/2inch(s) JONES J2808, 2.562inch(s),528706J	Jones	J2805	40	EA	**$4.13**	**$165.20**	**$1.74**	**$69.60**	$3.25	$130.00
492 ALT1	INSERT STIFFENER 1 1/2inch(s)	AY MCDONALD	6133T	40	EA						
493	INSERT STIFFENER 2inch(s) JONES J2808, 2.562inch(s),528707J	Jones	J2808	300	EA	**$7.88**	**$2,364.00**	**$1.79**	**$537.00**	$4.00	$1,200.00
493 ALT1	INSERT STIFFENER 2inch(s)	AY MCDONALD	6133T	300	EA						
494	LUBE, PIPEinch(s)EASE-ONinch(s) 8 LB, BK ONLY	Ease-On	8LB BK	200	BK	**$13.00**	**$2,600.00**	**$41.06**	**$8,212.00**	$100.00	$20,000.00
495	MARKER UTILITY (SEWER MANHOLE) CARSONITE 6884-CSM	Carsonite	6884-CSM	50	EA	**$38.74**	**$1,937.00**	**$21.39**	**$1,069.50**	$89.74	$4,487.00
496	MARKER UTILITY (WATER VALVE) ITEM#CTFM062008-CWV116	Carsonite	CWV116	10	EA	**$44.26**	**$442.60**	**$21.39**	**$213.90**	$90.00	$900.00
497	MARKER WATER PIPELINE ITEM#CTFM062008-CW112	Carsonite	CW112	20	EA	**$39.15**	**$783.00**	**$21.39**	**$427.80**	$90.00	$1,800.00
498	MARKER, FLAG PURPLE 4inch(s)X 5inch(s)X18inch(s) NO SCREEN PRINT, 100/BUNDLE		P4518PP	20	BN	**$7.00**	**$140.00**	**$10.00**	**$200.00**	$113.79	$2,275.80
499	MARKER, FLAG BLUE (100/BN) P451-SCREENED W/ WHITE inch(s)W		P4521BE3035	70	BN	**$8.00**	**$560.00**	**$10.00**	**$700.00**	$153.03	$10,712.10
500	MARKER, FLAG GREEN 4inch(s)X 5inch(s)X 21 P451-GREEN, 100/BN		P4521G	40	BN	**$8.00**	**$320.00**	**$10.00**	**$400.00**	$153.02	$6,120.80
501	OCTOCRETE/RS PATCH CEMENT 50LB ICM SYSTEMS/RAPID SETTNG PATCH	Octocrete	RS Patch	250	DR	**$25.00**	**$6,250.00**	**$250.00**	**$62,500.00**	No Bid	$62,500.00
502	PAINT ALUMINUM - HYDRANT FLYNT 1 GALLON	Flynt	Aluminum	15	EA	**$105.00**	**$1,575.00**	**$56.48**	**$847.20**	$60.00	$900.00
503	PAINT, SAFETY BLUE -HYDRANT FLYNT 1 GALLON	Flynt	Blue	15	EA	**$105.00**	**$1,575.00**	**$61.18**	**$917.70**	$65.00	$975.00
504	PAINT, WHITE PRIMER - HYDRANT FLYNT 1 GALLON	Flynt	White Primer	15	EA	**$105.00**	**$1,575.00**	**$55.30**	**$829.50**	$44.50	$667.50
505	PIPE COMPOUND SEAL RECTORSEAL#5 SLOWDRY,SOFTSET	Rectorseal	#5	20	QT	**$38.00**	**$760.00**	**No Bid**	**$893.60**	$44.68	$893.60
506	PUMP UTILITY W/6feet HOSE BECKSON MODEL #136PF6	Beckson	136PF6	40	EA	**No Bid**		**$50.67**	**$2,026.80**	$95.00	$3,800.00
507	PUMP, 2/3 HP SUBMERSIBLE TSURUMI LB-480-62 ONLY	Tsurumi	LB-480-62	30	EA	**$425.00**	**$12,750.00**	**$404.58**	**$12,137.40**	$350.00	$10,500.00
508	PUMP, SUMP & EFFLUENT 1 HP ZOELLER 140-0002 N140	Zoeller	140-0002	10	EA	**$547.14**	**$5,471.40**	**$1,137.15**	**$11,371.50**	No Bid	$11,371.50
509	ROOT KILLER - ROOTX ROOTX ONLY, 2 LB JAR	Rootx	2lb Jar	30	EA	**$377.65**	**$11,329.50**	**$140.00**	**$4,200.00**	$364.77	$10,943.10
510	SEALANT, SEALGUARD II 12A-12B TUBES, SGRE12 12/CA	Sealguard	SealGuardII	12	EA	**$611.76**	**$7,341.12**	**$650.00**	**$7,800.00**	$627.85	$7,534.20
511	SEALER MANHOLE MITSUBISHI ADEKA P201 (24/CA)	Adeka	P201A	50	EA	**$34.58**	**$1,729.00**	**$86.32**	**$4,316.00**	$612.84	$30,642.00
512	SEALER, inch(s)FOAMinch(s) RISER 28OZ/24CA M-1 ADHESIVE, CRETEX#98050	ChemLink	M-1 Adhesive	10	EA	**No Bid**	**$300.00**	**$26.67**	**$266.70**	$30.00	$300.00
513	SLEEVE, QUICK LOCK 10inch(s) STRAIGHT QL HG 6472	Quick Lock	HG 6472	10	EA	**No Bid**	**$7,953.70**	**No Bid**	**$7,953.70**	$795.37	$7,953.70
514	SLEEVE, QUICK LOCK 12inch(s) STRAIGHT QL HG 6473	Quick Lock	HG 6473	5	EA	**No Bid**	**$4,339.45**	**No Bid**	**$4,339.45**	$867.89	$4,339.45
515	SLEEVE, QUICK LOCK 6 STRAIGHT QL HG 6470	Quick Lock	HG 6470	20	EA	**No Bid**	**$13,054.00**	**No Bid**	**$13,054.00**	$652.70	$13,054.00
516	SLEEVE, QUICK LOCK 8 STRAIGHT QL HG 6471	Quick Lock	HG 6471	20	EA	**No Bid**	**$14,195.40**	**No Bid**	**$14,195.40**	$709.77	$14,195.40
517	TIGER TAIL 3feet, W/ ROPE CLAMP AND CUFFS	TigerTail	A123030003A	10	EA	**No Bid**	**$2,470.00**	**$247.00**	**$2,470.00**	$51.87	$518.70
518	TUBE, SIGHT 2inch(s) X 24inch(s) CLEAR READER #240	Clear Reader	240	15	EA	**$24.71**	**$370.65**	**$41.99**	**$629.85**	$25.00	$375.00
519	VITA-D-CHLOR TABLETS 140/BK INTEGRA CHEMICAL CO	Integra Chem	Vita-D-Chlor-Tablets	10	BK	**$644.47**	**$6,444.70**	**$634.95**	**$6,349.50**	$707.25	$7,072.50
520	VITA-D-CHLOR GRANULAR 25KG PLASTIC PAIL, INTEGRA CHE CO	Integra Chem	Vita-D-Chlor-Granular	10	BK	**$162.35**	**$1,623.50**	**$879.95**	**$8,799.50**	$856.78	$8,567.80
521	WASHER, METER 3/4inch(s)X1/16inch(s)(100)^ BLK FIBER RND, WESTERMN(100/B)	White Rhino		20	BC	**$9.50**	**$190.00**	**$0.12**	**$2.40**	$10.05	$201.00
522	WASHER METER 3/4inch(s)X1/8inch(s)(100/BG) BLK RUBBER, ROUND, WHITE RHINO	White Rhino		45	BC	**$7.25**	**$326.25**	**$0.08**	**$3.60**	$7.77	$349.65
523	WASHER, METER 1inch(s)X1/8inch(s) (100/BG) BLK RUBBER, ROUND, WHITE RHINO	White Rhino		20	BC	**$40.00**	**$800.00**	**$0.10**	**$2.00**	$9.75	$195.00
524	WIRE, TRACEABLE, 10AWG ENDOTRACE WIRE	Endotrace	10AWG	8	EA	**$225.00**	**$1,800.00**	**$80.00**	**$640.00**	$75.00	$600.00
525	Discount off List Price for Special Order Items in this category not mentioned above.					**10.0%**		**10.0%**		0.0%	
					Section R Total:	**$249,999.29**		**$287,749.14**		$363,646.36	

Evaluation

Item #	Scoring Criteria	Ferguson Enterprises, LLC	Core & Main, LP	Consolidated Pipe & Supply
1	Schedule - 20%	**20.00**	**20.00**	20.00
2	Specifications - 30%	**30.00**	**30.00**	30.00
3	Performance - 20%	**18.00**	**13.00**	12.00
4	Price - 30%	**30.00**	**26.06**	20.62
	Total Score:	**98.00**	**89.06**	82.62

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH FERGUSON ENTERPRISES, LLC, AS PRIMARY VENDOR FOR SECTIONS A-P AND R, CORE & MAIN LP AS THE SECONDARY VENDOR FOR SECTIONS A-N AND R, AND METRON FARNIER, LLC, AS PRIMARY VENDOR FOR SECTION Q, FOR THE PURCHASE OF WATER AND WASTEWATER INVENTORY PARTS TO BE STOCKED IN THE CITY OF DENTON WAREHOUSE; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8788 – AWARDED TO FERGUSON ENTERPRISES, LLC, CORE & MAIN LP, AND METRON FARNIER, 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 $12,000,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the purchase of water and wastewater inventory parts to be stocked in the City of Denton Warehouse; 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, 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 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	AWARD
8788	Ferguson Enterprises, LLC	Primary-Sections A-P & R
8788	Core & Main LP	Secondary-Sections A-N & R
8788	Metron Farnier, LLC	Primary – Section Q

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 _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

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Docusign City Council Transmittal Coversheet

RFP	8788
File Name	Water and Wastewater Inventory-(Ferguson)
Purchasing Contact	Ginny Brummett
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND FERGUSON ENTERPRISES, LLC
(Contract #8788)

THIS CONTRACT is made and entered into this date _____, by and between Ferguson Enterprises, LLC a Virginia limited liability company whose address is 7125 Belton St., Fort Worth, TX 76118, hereinafter referred to as "Contractor," 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

Contractor shall provide products in accordance with the City's RFP #8788 Water & Wastewater Inventory, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. 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) City of Denton's RFP 8788 (the "Solicitation") **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Contractor's Proposal ("Contractor's Offer") **(Exhibit "E")**;
(f) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "F")**

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 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.*** 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 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains

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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 Contract.*** 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 Contract, 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 this 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

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 Contract, 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 Contract and will not become ineligible to receive payments under this Contract 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 2275, 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 Contract in the year and day first above written.

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CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
BY: Marcella Lunn
4B070831B4AA438...

CONTRACTOR

Signed by:
BY: Ryan Moore
D82B911283AE400...
AUTHORIZED SIGNATURE

Printed Name: Ryan Moore

Title: General Manager

214-507-4896
PHONE NUMBER

ryan.moore@ferguson.com
EMAIL ADDRESS

2025-1310448
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

Signed by:
Jessica Williams
859AEB49EC4649C...
SIGNATURE

Jessica Williams
PRINTED NAME

Chief Financial Officer
TITLE

Finance
DEPARTMENT

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Exhibit A
Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Product Changes During Contract Term

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the contractor's expense. Products that have been installed will be replaced at the contractor's expense.

3. Authorized Distributor

The Contractor shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Contractor 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. The Contractor'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.

5. Price Escalation and De-escalation

On Contractor's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8%

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limit per year. The Contractor should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

The cumulative contract spend for all sections for primary and secondary contractors for contract 8788 shall not exceed $12,000,000.00.

Ferguson Enterprises, LLC is awarded as the primary contractor for Sections A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and R of RFP 8788, which sections A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and R only is awarded by this contract for the supply of A-Ductile Iron, B- Brass Adapters And Fittings, C-Adapters, Bends, Connectors, D - PVC Pipe; Water And Sewer, E-Water Meter Boxes, F -Manhole Lids, Rings, And Risers, G - Fire Hydrants, Extensions And Repair Kits, H-Bell Joint Leak Clamps, I-Repair Clamps, J-Flange, K – Brass Tapping Saddles, L-Stainless Steel Tapping Sleeves, M-Gate Valves, Ball Valves, Stops, N - Meter Resetters, O-Water Meter Vault Hatchways, P-Valve Boxes And Valve Box Extensions and R-Miscellaneous Inventory. Pricing shall be per Exhibit E attached.

Secondary contractor will be called if the Primary contractor fails to provide the supplies requested.

7. Delivery Lead Time

Product or services shall be delivered to the City per the days/weeks noted in Exhibit E after receipt of the order.

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8. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

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Exhibit B
City of Denton's RFP #8788

On File at the Office of the Purchasing Agent

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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 and accepts the deliverables.

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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 City shall have the right to designate what method of transportation shall be used to ship the deliverables. 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. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such 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.

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A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
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

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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 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.

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.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or

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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 (15^{th}) 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 payment under this Contract unless required to be retained for longer under applicable law, have

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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, material supplier, or other payee 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, material supplier, or other payee 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

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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**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the

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U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, 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.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

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.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

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, (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, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

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 ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) 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,

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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.

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 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 perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or

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perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. 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" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING 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. 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 Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the

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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. 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**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE**

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RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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 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**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon

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delivery of such deliverables to the City or at such other time as the City may request.
C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

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 Denon 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

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solicitation as defined in the City's Ethic 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, 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. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

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

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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 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

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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 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.

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58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
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. 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.

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iv. “End product” means those articles, materials, and supplies to be acquired under the contract for public use.
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:** 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.

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66. **ATTORNEY'S FEES; LEGAL COSTS:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

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 to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, 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 financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

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to all books, records and documents 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. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

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
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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8788 Water & Wastewater Inventory
Exhibit E

Line #	Description	Mfgr	Mfgno	QTY	UOM	Ferguson Waterworks Unit
1	For all lines the preferred manufacturer is listed but some line					
2	SECTION A: DUCTILE IRON - C110 FULL BODY DOMESTIC ONLY					
3	BEND DUCTILE MJXMJ 8inch(s)X 11 1/4 DUCTILE C110, FULL BODY, TYLER	Tyler Union	8-C110-MJ-11 1/4	5	EA	$516.67
4	BEND, DUCTILE 6inch(s) X 22 1/2	Tyler Union	6-C110-MJ-22 1/2	5	EA	$348.75
5	BEND, DUCTILE 6inch(s) X 90 DEG MJ	Tyler Union	6-C110-MJ-90 DEG MJ	15	EA	$342.29
6	BEND, DUCTILE 6inch(s)X45 CAST IRON	Tyler Union	6-C110-MJ-45	40	EA	$296.28
7	BEND, DUCTILE 8inch(s) MJ 90 DEG C110 FULL BODY DOMESTIC	Tyler Union	8-C110-MJ-90	10	EA	$667.64
8	BEND, DUCTILE 8inch(s)X22 1/2 C.I.	Tyler Union	8-C110-MJ-22 1/2	10	EA	$540.08
9	BEND, DUCTILE 8inch(s)X45 CAST IRON TYLER DUCTILE 8X45	Tyler Union	8-C110-MJ-45	30	EA	$433.52
10	BEND, DUCTILE 90 12inch(s) MJ C110 FULL BODY DOMESTIC	Tyler Union	12-C110-MJ-90	5	EA	$1,307.81
11	BEND DUCTILE 11 1/4 X 12inch(s)^ MJ DOMESTIC C110	Tyler Union	12-C110-MJ-11 1/4	5	EA	$1,040.60
12	BEND,DUCTILE 12inch(s) X 22 1/2 C.I	Tyler Union	12-C110-MJ-22 1/2	10	EA	$1,040.60
13	BEND,DUCTILE 12inch(s)X45 CAST IRON	Tyler Union	12-C110-MJ-45	15	EA	$1,083.39
14	BLIND FLANGE 10inch(s) C110 USA P401	Tyler Union	FLG-10-BLND	2	EA	$284.98
15	BLIND FLANGE 16inch(s) C110 USA P401	Tyler Union	FLG-16-BLND	2	EA	$786.48
16	PIPE CAP MJ 12inch(s)	Tyler Union	CAP-12-MJ	10	EA	$314.84
17	PIPE CAP MJ 8inch(s)	Tyler Union	CAP-8-MJ	20	EA	$179.18
18	PIPE, CAP MJ 4inch(s)	Tyler Union	CAP-4-MJ	5	EA	$83.96
19	PIPE, CAP MJ 6inch(s)	Tyler Union	CAP-6-MJ	35	EA	$129.17
20	PLUG,PUSH IN FOR 8inch(s) DUCTILE	Tyler Union	PIP-8	5	EA	$186.49
21	PLUG,PUSH IN FOR 12inch(s) DUCTILE +	Tyler Union	PIP-12	2	EA	$347.14
22	PLUG,PUSH IN FOR 6inch(s) DUCTILE +	Tyler Union	PIP-6	5	EA	$104.15
23	REDUCER, MJ DUCTILE 12inch(s)X8inch(s) DOMESTIC C110	Tyler Union	12X8-RED-C110-MJ	2	EA	$885.61
24	REDUCER, MJXMJ 6inch(s)X4inch(s) TYLER, C-110 FULL BODY	Tyler Union	6X4-RED-C110-MJ	5	EA	$325.34
25	REDUCER, MJ DUCTILE 8inch(s) X 6 MJ X MJ, C110, DOMESTIC	Tyler Union	8X6-RED-C110-MJ	15	EA	$481.96
26	SLEEVE, SOLID MJ 12inch(s) X 12inch(s)	Tyler Union	12X12-SLV-C110-SOL	15	EA	$773.39
27	SLEEVE, SOLID MJ 3inch(s) X 12inch(s) ^ DOMESTIC C110	Tyler Union	3X12-SLV-C110-SOL	2	EA	$230.89
28	SLEEVE, SOLID MJ 4inch(s) X 12inch(s)	Tyler Union	4X12-SLV-C110-SOL	10	EA	$230.89
29	SLEEVE, SOLID MJ 6inch(s) X 12inch(s)	Tyler Union	6X12-SLV-C110-SOL	30	EA	$256.72
30	SLEEVE, SOLID MJ 8inch(s) X 12inch(s)	Tyler Union	8X12-SLV-C110-SOL	30	EA	$334.22
31	TEE 8inch(s)X8inch(s)X8inch(s) MJXFLXMJ TYLER, C-110 DOMESTIC	Tyler Union	8X8-TEE-C110-MJXFL	10	EA	$945.34
32	TEE, 12X12X12 (MJXFLXMJ)	Tyler Union	12X12-TEE-C110-MJXFL	5	EA	$2,072.32
33	TEE, 12X12X8 (MJXMJXFL) DI DOMESTIC C110	Tyler Union	12X8-TEE-C110-MJXFL	10	EA	$1,812.38
34	TEE, 12X6X12 (MJXFLXMJ)	Tyler Union	12X6-TEE-C110-MJXFL	30	EA	$1,799.46
35	TEE, 6 x 6 x 6 (MJ X FL X MJ)	Tyler Union	6X6-TEE-C110-MJXFL	5	EA	$596.59
36	TEE, 8X6X8 (MJXFLXMJ)	Tyler Union	8X6-TEE-C110-MJXFL	25	EA	$832.32
37	TEE, 12X12X12 (MJXMJXMJ) ^ DOMESTIC C110	Tyler Union	12X12-TEE-C110-MJXMJ	2	EA	$2,189.38
38	TEE, 16x16x16 (MJxFLxMJ) DI ^ DOMESTIC C110	Tyler Union	16X16-TEE-C110-MJXFL	2	EA	$3,921.02
39	TEE, FLANGE 12inch(s)X12inch(s)X4inch(s) ^ DOMESTIC C110, FULL BODY	Tyler Union	12X4-TEE-C110-MJXFL	2	EA	$1,730.84
40	VALVE PLUG M.J. 4inch(s)	Tyler Union	MJ-4-PLG	5	EA	$70.24
41	VALVE PLUG MJ 6inch(s)	Tyler Union	MJ-6-PLG	10	EA	$104.15
42	VALVE PLUG MJ 8inch(s)	Tyler Union	MJ-8-PLG	5	EA	$186.49
43	Discount off List Price for Special Order Items in this category not mentioned above.					15.0%
44	SECTION B: BRASS ADAPTERS AND FITTINGS ; Brass fittings for water service shall conform to AWWA C800 standards. ; Potable water only. Irrigation brass is not acceptable. Ford, Mueller, Merit Brass Acceptable					
45	ADAPTER, METER 3/4inch(s) X 1	Mueller	H-10879-254N	1100	PR	$27.93
46	ANGLE BALL VALVE 2inch(s), FLNG-IP	Ford	BFA13-777W	5	EA	$296.16

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47	CONNECTOR ELL, 2inch(s) 90DEG PJXPJ+	Ford	L44-77-NL	10	EA	$218.90
48	CONNECTOR WATER 1 1/2inch(s) MIP-PJ	Ford	C84-66-NL	20	EA	$54.07
49	CONNECTOR WATER 1 1/2inch(s) PJ-PJ	Ford	C44-66-NL	15	EA	$77.70
50	CONNECTOR WATER 1inch(s) MIP-PJ	Ford	C84-44-NL	110	EA	$19.74
51	CONNECTOR WATER 1inch(s) PJ-PJ	Ford	C44-44-NL	70	EA	$23.22
52	CONNECTOR WATER 2inch(s) MIP-PJ	Ford	C84-77-NL	150	EA	$78.78
53	CONNECTOR WATER 2inch(s) PJ-PJ	Ford	C44-77-NL	25	EA	$104.88
54	CONNECTOR WATER 3/4inch(s) IP-PJ	Ford	C84-33NL	150	EA	$16.67
55	CONNECTOR WATER 3/4inch(s) PJ-PJ	Ford	C44-33-NL	80	EA	$20.30
56	COUPLING BRASS,1 1/2inch(s) FEMALE	Merit Brass	NL111-24	15	EA	$39.54
57	COUPLING BRASS,2inch(s) FEMALE	Merit Brass	NL111-32	20	EA	$65.38
58	COUPLING METER 2 BOLT 1 1/2inch(s)	Smith Blair	926000002500000	100	EA	**$50.87**
59	COUPLING METER 2 BOLT 2inch(s)	Smith Blair	926000001900000	150	EA	$61.68
60	COUPLING METER EXPANSION 3/4inch(s)	Mueller	H-14234-250N	25	EA	$19.80
61	COUPLING, BRASS, 1inch(s) FIP-FIP	Merit Brass	NL111-16	35	EA	$18.21
62	COUPLING, BRASS, 3/4inch(s) FEMALE	Merit Brass	NL111-12	80	EA	$10.67
63	ELBOW, BRASS 3/4inch(s) X 90	Merit Brass	NL101-12	25	EA	$12.15
64	ELBOW,BRASS 2inch(s) X 45	Merrit Brass	NL101-32	15	EA	$69.50
65	ELBOW,BRASS, 1inch(s) X 90 F-F	Merit Brass	NL101-16	30	EA	$19.77
66	ELBOW,BRASS, 1.5inch(s) X 90	Merit Brass	NL101-24	10	EA	$46.65
67	ELBOW,BRASS, 2inch(s) X 90	Merit Brass	NL101-32	40	EA	$69.50
68	FLANGE ADAPTER METER 1.5inch(s) BRAS	Mueller	H-10129-H-500N	5	EA	$45.86
69	FLANGE ADAPTER, METER 2inch(s) BRASS	Mueller	H-10129-H-550N	30	EA	$59.87
70	KEY, WATER METER BOX , BRASS	Bass & Hays	BKEY52	100	EA	$15.10
71	KEY, WATER METER BOX LONG BRASS +	Bass & Hays	BKEY16	100	EA	$48.55
72	NIPPLE METER,BRASS, 1X2.5inch(s)	Ford	C38-44-2-625-NL	100	EA	$16.67
73	NIPPLE METER,BRASS, 1X3inch(s)	Ford	C38-44-3.5-NL	40	EA	$21.96
74	NIPPLE METER,BRASS, 1X8.5inch(s)	Ford	C38-44-3-5-NL	50	EA	$27.88
75	NIPPLE METER,BRASS, 3/4inch(s)X2.5inch(s)	Ford	C38-44-8-5-NL	60	EA	$10.82
76	NIPPLE METER,BRASS, 3/4X3inch(s)	Ford	C38-23-3-NL	55	EA	$13.13
77	NIPPLE METER,BRASS, 3/4X8.5inch(s)	Ford	C38-23-8-5-NL	950	EA	$27.88
78	NIPPLE, BRASS, 1inch(s) ALL THREAD	Merit Brass	2016-001	40	EA	**$3.69**
79	NIPPLE, BRASS 1inch(s) X 4inch(s)	Merit Brass	2016-400	30	EA	**$7.83**
80	NIPPLE, BRASS 3/4inch(s) X 2inch(s)	Merit Brass	2012-200	30	EA	**$3.16**
81	NIPPLE, BRASS,2inch(s)X2inch(s) ALLTHREAD	Merit Brass	2132-001	50	EA	$10.84
82	NIPPLE,BRASS, 1 1/2inch(s)X6inch(s)	Merit Brass	2124-600	25	EA	$18.93
83	NIPPLE,BRASS, 1inch(s) X 2inch(s)	Merit Brass	2016-200	25	EA	**$4.56**
84	NIPPLE,BRASS, 1inch(s)X 6inch(s)	Merit Brass	2016-600	15	EA	**$11.53**
85	NIPPLE,BRASS, 1.5inch(s) X 2inch(s)	Merit Brass	2024-200	15	EA	**$7.66**
86	NIPPLE,BRASS, 1.5inch(s) X 4inch(s)	Merit Brass	2024-400	20	EA	**$12.81**
87	NIPPLE,BRASS, 2inch(s)X4inch(s)	Merit Brass	2132-400	40	EA	**$16.49**
88	NIPPLE,BRASS, 2inch(s)X6inch(s)	Merit Brass	2132-600	60	EA	$24.35
89	NIPPLE,BRASS, 3/4inch(s) ALLTHREAD 3/4 XCL STD BRASS NIPPLE	Merit Brass	2112-001	15	EA	**$2.50**
90	NIPPLE,BRASS, 3/4inch(s) X 4inch(s)	Merit Brass	2112-400	20	EA	**$5.41**
91	NIPPLE,BRASS, 3/4inch(s) X 6inch(s)	Merit Brass	2112-600	10	EA	**$7.90**
92	NUT & GASKET ASSY, 1inch(s) PJ	Ford	NG-FF4	40	EA	**$7.51**
93	PLUG BRASS 1inch(s)	Merit Brass	NL117-16	10	EA	$12.15
94	PLUG BRASS 2inch(s)	Merit Brass	NL117-32	5	EA	$34.93
95	PLUG BRASS 3/4inch(s)	Merit Brass	NL117-12	10	EA	**$7.29**
96	PLUG BRASS 1 1/2inch(s) +	Merit Brass	NL117-24	5	EA	$21.29
97	PLUG BRASS 3inch(s)	Merit Brass	NL117-48	10	EA	$94.23
98	PLUG BRASS 4inch(s)	Merit Brass	NL117-64	10	EA	$172.59
99	PLUNGER, METER BOX LID	Bass & Hays	PLUNGER51	75	EA	$13.80
100	REDUCER BELL BRASS 1inch(s)X3/4inch(s)	Merit Brass	NL112-1612	25	EA	$20.62
101	REDUCER BUSHING,BRASS, 2inch(s)X1inch(s)	Merit Brass	NL114-3216	50	EA	$33.29
102	REDUCER BUSHING,BRASS,1inch(s)X3/4inch(s) FEMALE TO MALE	Merit Brass	NL114-1612	25	EA	$11.14
103	REDUCER BUSHING,BRASS,2inch(s)X1.5inch(s)	Merit Brass	NL114-3224	10	EA	$33.29
104	REDUCER BUSHNG BRASS 3/4X1/2inch(s)	Merit Brass	NL114-1208	5	EA	$9.72
105	REDUCER BUSHNG,BRASS 1.5X3/4inch(s)	Merit Brass	NL114-2412	5	EA	$26.99
106	REDUCER BUSHNG,BRASS, 1.5inch(s)X1inch(s)	Merit Brass	NL114-2416	5	EA	$26.99
107	REDUCER BUSHNG,BRASS, 2inch(s)X3/4inch(s)	Merit Brass	NL114-3212	10	EA	$33.29
108	TEE, BRASS, 1inch(s)	Merit Brass	NL106-16	15	EA	$31.59

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109	TEE, BRASS, 2inch(s)	Merit Brass	NL106-32	25	EA	$88.20
110	TEE, BRASS, 3/4inch(s)	Merit Brass	NL106-12	5	EA	$15.17
111	UNION, BRASS, 2inch(s)	Merit Brass	NL187-32	2	EA	$135.51
112	Discount off List Price for Special Order Items in this category not mentioned above.					42.0%
113	SECTION C: PVC, ADAPTERS, BENDS, CONNECTORS					
114	ADAPTER 10inch(s)SDR-10inch(s)SDR35	GPK	156-ON10PK	5	EA	$98.22
115	ADAPTER 4inch(s)SDR 35 - 4inch(s)SDR35	GPK	156ON4PK	450	EA	$28.97
116	ADAPTER 6inch(s)SDR35-6inch(s)SDR35	GPK	156-ON6PK	70	EA	$91.03
117	ADAPTER 8inch(s)SDR35-8inch(s) SDR35	GPK	156-ON8PK	40	EA	$85.48
118	ADAPTER BUSHING, 4inch(s) DWV X SDR	Charlotte Pipe	PVC 118	30	EA	$6.39
119	ADAPTER ECC. 10inch(s)C-10inch(s) SDR35	GPK	102-ON10PK	25	EA	$88.51
120	ADAPTER ECC. 12inch(s)C-12inch(s) SDR35	GPK	102-ON12PK	5	EA	$136.10
121	ADAPTER ECC. 4inch(s)C-4inch(s) SDR35	GPK	102-ON4PK	300	EA	$33.52
122	ADAPTER ECC. 6inch(s)C-6inch(s)SDR35	GPK	102-ON6PK	200	EA	$48.87
123	ADAPTER ECC. 8inch(s)C-8inch(s)SDR35	GPK	102-ON8PK	45	EA	$67.24
124	ADAPTER, PVC FEMALE 3inch(s) SCH 40	Spears	SPEARS 435-030	10	EA	$4.12
125	ADAPTER, PVC FEMALE 4inch(s) SCH 40	Spears	SPEARS 435-040	10	EA	$6.82
126	BEND, 4inch(s) x 45 DEGREE BXB SDR 35	GPK	121-0004	35	EA	$17.58
127	BEND, PVC 90 X 6inch(s) B X S	GPK	124-0006	5	EA	$43.02
128	BEND, PVC 90 X 8inch(s) B x S	GPK	124-0008	5	EA	$116.16
129	BEND, PVC, 22 1/2 X 4inch(s) BXB	GPK	117-0004	70	EA	$17.57
130	BEND, PVC, 22 1/2 X 6inch(s) BXB +	GPK	117-0006	5	EA	$34.59
131	BEND, PVC, 22 1/2 X 4inch(s) BXS	GPK	118-0004	175	EA	$16.70
132	BEND, PVC, 22 1/2 X 6inch(s) BXS	GPK	118-0006	20	EA	$32.84
133	BEND, PVC, 22 1/2 X 8inch(s) BXS	GPK	118-0008	5	EA	$105.30
134	BEND, PVC, 45 X 4inch(s) BXS	GPK	122-0004	550	EA	$15.16
135	BEND, PVC, 45 X 6inch(s) BXS	GPK	122-0006	80	EA	$31.62
136	BEND, PVC, 45 X 8inch(s) BXS	GPK	122-0008	15	EA	$95.41
137	CLEANOUT ADAPTER 4inch(s) FIPT X DWV(H SCH40 GPK327-0004	GPK	327-0004	110	EA	$14.46
138	CLEANOUT ADAPTER 4inch(s) SDR35	GPK	227-0004	375	EA	$8.44
139	CLEANOUT ADAPTER 6inch(s)	GPK	227-0006	20	EA	$39.85
140	CLEANOUT PLUG 3	GPK	228-0003	40	EA	$3.78
141	CLEANOUT PLUG 4inch(s)	GPK	228-0004	600	EA	$5.11
142	CLEANOUT PLUG 6inch(s)	GPK	228-0006	35	EA	$25.75
143	COUPLING, PVC, SEWER, 4inch(s) BXB +	GPK	306-0004	30	EA	$29.10
144	INCREASER-REDUCER, 4X3 PVC DWV	Charlotte Pipe	PVC 102	25	EA	$15.07
145	INSERTA TEE 4inch(s) SDR35 - 8inch(s)DR19	InsertaTee FatBoy	4P26FB8PE19	5	EA	$121.39
146	INSERTA TEE 4inch(s) SDR35 - 8inch(s)DR21	InsertaTee FatBoy	4P26FB8PE21	5	EA	$121.39
147	INSERTA TEE 6inch(s) SDR35 - 8inch(s)DR19	InsertaTee FatBoy	6P26FB8PE19	2	EA	$139.65
148	INSERTA TEE 6inch(s) SDR35 - 8inch(s)DR21	InsertaTee FatBoy	6P26FB8PE21	2	EA	$139.65
149	PIPE POLY TUBING 1 1/2inch(s) X100feet	DRISCOPIPE	5100 POLYETHYLENE	10	RL	**$80.00**
150	PIPE, POLY TUBING 2inch(s) X 100feet SDR 9, 200 PSI, CTS OD		SDR 9, 200 PSI, CTS OD	35	RL	$210.50
151	PIPE, POLY TUBING 2inch(s), SDR9 300feet/500feet ROLL 200 PSI, CTS OD		200 PSI, CTS OD	275	FT	**$2.11**
152	PIPE,POLY TRACEABLE 1inch(s) (100feet) 1inch(s) CTS ENDOTRACE 100feet COIL		1inch(s) CTS ENDOTRACE	80	EA	$144.79
153	PIPE,POLY TRACEABLE 2inch(s) (100feet) 2inch(s) CTS ENDOTRACE 100feet COIL		2inch(s) CTS ENDOTRACE	20	EA	$370.21
154	PIPE,POLY TRACEABLE 1inch(s)X200feet ^ 1inch(s) CTS ENDOTRACE 200feet COIL		1inch(s) CTS ENDOTRACE	20	EA	**$144.79**
155	PIPE,POLY TRACEABLE 2inch(s)X200feet ^ 2inch(s) CTS ENDOTRACE 200feet COIL		2inch(s) CTS ENDOTRACE	20	EA	**$370.21**
156	REDUCER, 6inch(s)X4inch(s) B X B ECCENTRIC	GPK	GPK 109-0046EEC	15	EA	**$40.68**
157	REDUCER, 6inch(s)X4inch(s) BXS ECCENTRIC	GPK	GPK 110-0064EEC	25	EA	**$19.35**
158	REDUCER, 8inch(s)X6inch(s) B X B ECCENTRIC	GPK	GPK 109-0068EEC	10	EA	**$63.21**
159	REDUCER, 8inch(s)X6inch(s) BXS ECCENTRIC	GPK	GPK 110-0086EEC	20	EA	**$59.20**
160	WYE PVC 10inch(s) X 4inch(s) BXBXB SDR35	PTI	G3010-4	10	EA	**$172.99**
161	WYE PVC 10inch(s)X10inch(s)X4inch(s) BXBXB SDR 26	PTI	H3010-4	5	EA	**$220.49**
162	WYE PVC 10inch(s)X10inch(s)X6inch(s) BXBXB SDR 26	PTI	H3010-6	5	EA	**$220.38**

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163	WYE PVC 45 4X4X4 BXBXB	PTI	G304	225	EA	**$18.16**
164	WYE PVC 45 4X4X4 BXBXS	PTI	G324	5	EA	**$22.93**
165	WYE PVC 45 6X6X4 BXBXB	PTI	G306-4	50	EA	**$38.01**
166	WYE PVC 45 6X6X4 BXBXS	PTI	G326-4	5	EA	$44.64
167	WYE PVC 45 6X6X6 BXBXS	PTI	G326	5	EA	$54.16
168	WYE PVC 45 8X8X4 BXBXB	PTI	G308-4	150	EA	**$56.72**
169	WYE PVC 45 8X8X4 BXBXS	PTI	G328-4	5	EA	$66.29
170	WYE PVC 45 8X8X6 BXBXB	PTI	G308-6	20	EA	**$64.21**
171	WYE PVC 45 8X8X6 BXBXS	PTI	G328-6	5	EA	$79.43
172	WYE PVC 45 8X8X8 BXBXB	PTI	G308	15	EA	**$112.63**
173	WYE PVC 8X8X4inch(s) BXBXB SDR 26	PTI	G308-4	15	EA	$82.11
174	WYE, PVC, 45 6inch(s)x6inch(s)x6inch(s) BxBxB	PTI	G628 ONLY	15	EA	**$42.11**
175	WYE PVC 12inch(s)X12inch(s)X4inch(s) BXBXB ^ SDR35	PTI	G3012-4	15	EA	**$249.15**
176	WYE PVC 12inch(s)X12inch(s)X6inch(s) BXBXB ^ SDR35	PTI	G3012-6	5	EA	**$247.37**
177	WYE PVC 45 8X8X8 BXBXS +	PTI	G328	5	EA	**$115.79**
178	WYE PVC 8X8X6 BXBXB^ SDR 26	PTI	G308-6	5	EA	**$94.74**
179	Discount off List Price for Special Order Items in this category not mentioned above.					70.0%
180	SECTION D: PVC PIPE - ALL PIPE MUST HAVE: 1) DATE OF MANUFACTURER CLEARLY STAMPED ON PRODUCT, AND A CODE FOR A DATE IS NOT ACCEPTABLE 2) THE DATE MUST NOT BE MORE THAN ONE YEAR OLD 3) NO DISCOLORATION OR SUN DAMAGE ACCEPTABLE BRANDS:JM EAGLE, PIPE LIFE, JET LIFE, NORTHERN PIPE & DIAMOND ONLYPlease explain in supplier note how each line is priced. City prefers block pricing.						
181	PIPE, PVC WATER,12inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	400	JT	**$44.36**
182	PIPE, PVC, SEWER, 10inch(s)X14feet	Diamond	SDR26	25	JT	**$16.19**
183	PIPE, PVC, SEWER, 4inch(s)X14feet	Diamond	SDR26	5	JT	**$2.58**
184	PIPE, PVC, SEWER, 6inch(s)X14feet	Diamond	SDR26	10	JT	**$5.74**
185	PIPE, PVC, SEWER, 8inch(s)X14feet	Diamond	SDR26	115	JT	**$10.39**
186	PIPE, PVC, WATER,4inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	10	JT	**$5.95**
187	PIPE, PVC,WATER, 6inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	115	JT	**$11.96**
188	PIPE, PVC,WATER, 8inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	400	JT	**$20.59**
189	PIPE, SEWER 8inch(s) DR21 IPS GRAY HDPE GREEN STRIPE PE^	Diamond	DR21 IPS	30	JT	$321.68
190	PIPE, SEWER 8inch(s)X40feet DR19 IPS GRAY HDPE GREEN STRIPE PE^	Diamond	DR19 IPS	10	JT	$321.68
191	PIPE, WATER 12inch(s)X40feet DR11 IPS GRAY HDPE	Diamond	DR11 IPS	5	JT	$1,050.96
192	Discount off List Price for Special Order Items in this category not mentioned above.					0.0%
193	SECTION E: WATER METER BOXES, SEWER BOXES ; Meter boxes shall be furnished with the lid included.					
194	BOX WATER METER 34-A SHORT 18inch(s) WIDE X 14inch(s) DEEP	BASS&HAYS	34A	500	EA	$171.00
195	BOX, VALVE BASE	Tyler Union	6850-15B	200	EA	**$60.72**
196	BOX, WATER METER 34-B LONG	BASS&HAYS	34B	85	EA	$185.26
197	BOX, WATER METER 55A	BASS&HAYS	55A	80	EA	$474.71
198	BOX,METER PLASTIC inch(s)SEWERinch(s) MARKED SEWER	BASS&HAYS	P34-P14D	375	EA	$187.32
199	BOX,VALVE,TOP SECTION 16inch(s)	Tyler Union	T-16	10	EA	$71.91
200	BOX,WTRMETER 548A 18inch(s) HIGH THESE METER BOXES NEED TO BE 18inch(s) HIGH ONLY	BASS&HAYS	548A	65	EA	$468.19
201	SPRING, METER BOX LID	BASS&HAYS	BSPRING50	50	EA	$5.92
202	BOX, METER PLASTIC ROUND 34-A	BASS&HAYS	P34P18D w/ LID 3LIDP-1	600	EA	$173.49
203	BOX, METER PLASTIC ROUND 548A	BASS&HAYS	P548P18D w/ LID 5LIDP-1	250	EA	$362.45
204	BOX, METER PLASTIC ROUND 55-A	BASS&HAYS	P55P18D w/ LID 5LIDP-1	100	EA	$376.55
205	BOX, B1324 CHRISTY CONCRETE + TFC RATED H20 CONC W/ STL FRM	Old Castle	B1324	5	EA	$854.10
206	BOX, B1730 CHRISTY CONCRETE + TFC RATED H20 CONC W/ STL FRM	Old Castle	B1730	5	EA	$1,381.55
207	EXTENSION, 12inch(s) B1324 CHRISTY+ 12inch(s) CONCRETE EXT FOR B1324 BOX	Old Castle	B1324-EXT	5	EA	$209.28

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208	EXTENSION, 12inch(s) B1730 CHRISTY+ 12inch(s) CONCRETE EXT FOR B1730 BOX	Old Castle	B1730-EXT	5	EA	$348.45
209	LID, B1324 CHRISTY W/ READER + TRAFFIC RATED H20 DMND PLT	Old Castle	B1324-LID-R	5	EA	$455.95
210	LID, B1730 CHRISTY W/ READER + TRAFFIC RATED H20 DMND PLT	Old Castle	B1730-LID-R	5	EA	$895.28
211	BOX, LID SEWER PLASTCLID ONLY	BASS & HAYS	3-LID2-1	5	EA	$59.34
212	BOX, WATER METER LID 34A/B+LID ONLY	BASS & HAYS	3-LIDP-1	5	EA	$34.93
213	BOX, WATER METER LID 55A&548A+LID ONLY	BASS & HAYS	5-LIDP-1	5	EA	$85.90
214	Discount off List Price for Special Order Items in this category not mentioned above.					0.0%
215	SECTION F: MANHOLE LIDS, RINGS, AND RISERS ; Steel adjustment risers shall be furnished with set screws included.					
216	MANHOLE, LID 30inch(s) B&H # 1480 A (SANITARY SEWER)	BASS&HAYS	1480A	65	EA	$344.49
217	MANHOLE RING 30inch(s) B&H # V1420 RG	BASS&HAYS	V1420	65	EA	$296.93
218	MANHOLE, LID 300-24 B&H SANITARY SEWER COV. 300-24	BASS&HAYS	300-24SAN	10	EA	$298.34
219	MANHOLE, LID SAN SWR 400-24 B&H# 40024C10 LID	BASS&HAYS	400-24SAN	25	EA	$367.74
220	MANHOLE, RISER 300X24 2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 2X	5	EA	$522.00
221	MANHOLE, RISER 300X24 4inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 4X	5	EA	$844.47
222	MANHOLE, RISER 300X24 6inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 6X	5	EA	$947.88
223	MANHOLE, RISER 400X24 1 1/2 BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 1.5X	5	EA	$668.31
224	MANHOLE, RISER 400X24 1inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 1X	15	EA	$668.31
225	MANHOLE, RISER 400X24 2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 2X	5	EA	$700.47
226	MANHOLE, RISER 400X24 2 3/4inch(s) + BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 2.75X	5	EA	$740.09
227	MANHOLE, RISER 300X24 2 1/2inch(s) + BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 2.5X	5	EA	$568.18
228	MANHOLE, RISER 400X24 3inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 3X	5	EA	$700.47
229	MANHOLE, RISER 400X24 4inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 4X	5	EA	$835.46
230	MANHOLE, RISER 400X24 6inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 6X	20	EA	$920.13
231	MANHOLE, RISER 300X24 1 1/2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 1.5X	5	EA	$522.00
232	MANHOLE, RING 400-24 BASS&HAYS# 40024RO	BASS&HAYS	BH400-24 RING	20	EA	$365.49
233	MANHOLE, 1inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 1X	10	EA	$673.00
234	MANHOLE, 1.5inch(s) RISER 30inch(s) W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 1.5X	10	EA	$673.00
235	MANHOLE, 2inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 2X	10	EA	$716.02
236	MANHOLE, 3inch(s) RISER 30inch(s) W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 3X	5	EA	$716.02
237	MANHOLE, 4inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 4X	5	EA	$810.69
238	MANHOLE, 6inch(s)RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 6X	5	EA	$943.34
239	MANHOLE, LID COMPOSITE 30inch(s) LOCKING CAP-ONE-30	Cap One	CAP-ONE-30	5	EA	$1,832.20
240	MANHOLE, LID COMPOSITE 24inch(s) BOLT DOWN CAP-ONE-24	Cap One	CAP-ONE-24	5	EA	$1,230.93
241	HAMMER, MANHOLE LID EXTRACTORMARY A# 5865425	BASS&HAYS	Mary A 5865425	10	EA	$298.44
242	MANHOLE ADAPTER, 10inch(s) CONCRETE MANHOLE GASKET			5	EA	**$4.42**
243	MANHOLE ADAPTER, 12inch(s) CONCRETE MANHOLE GASKET			5	EA	**$5.18**

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244	MANHOLE ADAPTER, 6inch(s) CONCRETE MANHOLE GASKET			5	EA	**$3.11**
245	MANHOLE ADAPTER, 8inch(s) CONCRETE MANHOLE GASKET			5	EA	**$3.77**
246	Discount off List Price for Special Order Items in this category not mentioned above.					0.0%
247	SECTION G: FIRE HYDRANTS, EXTENSIONS AND REPAIR KITS					
248	HYDRANT, COLLISION REPAIR KITFOR U.S. PIPE M-94, OEM ONLY	Mueller	M-94 TRK	5	EA	**$330.41**
249	HYDRANT MAIN VALVE KIT - OLD MUELLER #280367 - OEM ONLY	Mueller	280367	5	EA	**$971.80**
250	HYDRANT MAIN VALVE KIT > 1997 MUELLER 280359, OEM ONLY	Mueller	280359	10	EA	**$712.24**
251	HYDRANT,MAIN VALVE KIT,WTROUS WATEROUS# WB-67-250, OEM ONLY	Waterous	K-537-A	5	EA	$2,796.55
252	HYDRANT,MAIN VALVE KIT, US P FOR US PIPE M-94, OEM ONLY	Mueller	M-94 MVK	5	EA	**$637.61**
253	EXTENSION, HYDRANT 24inch(s) - NEW MUELLER (OEM ONLY) A320-020	Mueller	A320-020	5	EA	**$588.54**
254	HYDRANT 2inch(s) 3feetBURY 2.5 NOZZLE MUELLER MA411LAOLM ONLY	Mueller	MA411LAOL	5	EA	**$1,767.66**
255	HYDRANT EXTENSION 12inch(s)OEM ONLY MUELLER A320-010, HRP37/A423	Mueller	A320-010	10	EA	**$448.96**
256	HYDRANT EXTENSION 6inch(s)NEW STYLE MUELLER #A-320-006, OEM ONLY	Mueller	A320-006	5	EA	**$387.50**
257	HYDRANT HOSE NOZZLE GASKET	Mueller	290272	5	EA	**$3.02**
258	HYDRANT PUMPER NOZZLE GASKET	Mueller	192345	5	EA	**$10.94**
259	HYDRANT REPAIR KIT NEW >1975 MUL#A301-01HYD REP PT#HRPI-301	Mueller	A301-01	15	EA	**$208.33**
260	HYDRANT REPAIR KIT-BREAK FLNG WATEROUS #K528, OEM ONLY	Waterous	K-528	10	EA	$434.38
261	STEM UPPER STEEL (feet95+ HYD) + MUELLER A-11(KIT) - MA11OL	Mueller	A-11 KIT	5	EA	**$185.00**
262	HYDRANT, FIRE 3.5feet BURY MUELLER MA423LAOLNDEN	Mueller	A423	5	EA	$2,608.96
263	HYDRANT, FIRE 4feet BURY	Mueller	A423	5	EA	$2,671.18
264	HYDRANT, FIRE 5feet BURY	Mueller	A423	40	EA	$2,795.17
265	HYDRANT,REPAIR KIT - PRE 1974 MUELLER-HRPI-301-00, OEM ONLY	Mueller	A301-00	5	EA	**$206.19**
266	WRENCH, FIRE HYDRANT	Reed	HWB-02283	30	EA	**$19.99**
267	HYD MAIN VALVE REPAIR KIT M&H+	M&H	Style 129	10	EA	**$110.53**
268	HYD TRAFFIC REPAIR KIT M&H +	M&H	Style 129	10	EA	**$300.38**
269	Discount off List Price for Special Order Items in this category not mentioned above.					5.0%
270	SECTION H: BELL JOINT LEAK CLAMPS FORD BRAND ONLY					
271	CLAMP, 6inch(s) BELL JOINT LEAK	FORD	FBC-710	5	EA	**$94.23**
272	CLAMP, 8inch(s) BELL JOINT LEAK	FORD	FBC-930	5	EA	**$125.02**
273	CLAMP, 10inch(s) BELL JOINT LEAK	FORD	FBC-1140	5	EA	**$163.40**
274	CLAMP, 12inch(s) BELL JOINT LEAK	FORD	FBC-1350	5	EA	**$177.25**
275	Discount off List Price for Special Order Items in this category not mentioned above.					42.0%
276	SECTION I: REPAIR CLAMPS ETC.					
277	CLAMP FULL CIRCLE 10inch(s) X 16inch(s) WITH ALLOY BOLTS	PowerSeal	3121W-16	5	EA	$257.33
278	CLAMP FULL CIRCLE 10inch(s) X 7.5inch(s)	PowerSeal	3121W-75	5	EA	$131.46
279	CLAMP FULL CIRCLE 8.5-15inch(s) W/WW	Ford	F1-894-15	20	EA	$198.96
280	CLAMP, FULL CIRCLE 1.5inch(s)X7.5	Ford	F1-215-75	5	EA	$58.52
281	CLAMP FULL CIRCLE 1.5inch(s)X 15inch(s)	Ford	F1-215-15	5	EA	$104.45
282	CLAMP FULL CIRCLE 12inch(s) X 7.5inch(s)	Ford	F1-1350-75	10	EA	$161.53
283	CLAMP, FULL CIRCLE 12inch(s)X20inch(s)	Ford	F1-1350-15	15	EA	$446.83
284	CLAMP FULL CIRCLE 16inch(s)X12inch(s)	PowerSeal	312216C120AA-SB	5	EA	$537.44
285	CLAMP, FULL CIRCLE 16inch(s)X20	PowerSeal	312216C200AA-LB	5	EA	$835.64
286	CLAMP FULL CIRCLE 2inch(s) X 15inch(s)	Ford	F1-263-15	20	EA	$106.01
287	CLAMP FULL CIRCLE 2inch(s) X 7.5inch(s)	Ford	F1-263-75	25	EA	$59.42

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288	CLAMP FULL CIRCLE 4inch(s) X 15inch(s)	Ford	F1-514-15	20	EA	$133.94
289	CLAMP FULL CIRCLE 4inch(s) X 7.5inch(s)	Ford	F1-514-75	15	EA	$76.95
290	CLAMP FULL CIRCLE 6inch(s) X 15inch(s)	Ford	F1-696-15	85	EA	$159.74
291	CLAMP FULL CIRCLE 6inch(s) X 7.5inch(s)	Ford	F1-724-75	60	EA	$92.62
292	CLAMP FULL CIRCLE 8inch(s) X 7.5inch(s)	Ford	F1-939-75	35	EA	$108.63
293	CLAMP FULL CIRCLE 8inch(s)x15inch(s)8inch(s) cast iron pipes=OD of 9.05inch(s)	Ford	F1-939-15	50	EA	$198.96
294	CLAMP,FULL CIRCLE RPR ,12inch(s)X15 ROMAX OD 14.00-14.40	Romac	171-145015000	5	EA	$430.30
295	CLAMP FULL CIRCLE RPR 12inch(s)X12inch(s)^ ROMAC CL1-1450-12	Romac	171-145012000	5	EA	$345.52
296	CLAMP FULL CIRCLE RPR 12inch(s)X12inch(s)^ W/ 1inch(s) CC OUTLET	Romac	171-145012410	5	EA	$394.35
297	CLAMP, 14inch(s) TRANS, RPR LONG + FORD F2-1700-72 20inch(s) L	Ford	F2-1700-20	15	EA	$745.68
298	CLAMP, 14inch(s) TRANS, RPR SHORT + FORD F2-1700-32 10inch(s) L	Ford	F2-1700-10	15	EA	$372.00
299	CLAMP, 18inch(s) TRANSITE, REPAIR + FORD F2-2145-75 20inch(s) L	Ford	F2-2145-20	15	EA	$846.05
300	CLAMP, LEAK 2inch(s) X 6inch(s)	Smithblair	229-00023807-000	1	EA	**$64.68**
301	CLAMP,REPAIR,1 1/2inch(s)	Smith Blair	245-000-19003-000	5	EA	**$8.96**
302	CLAMP, REPAIR,1/2inch(s)	Smith Blair	245-0008406-000	5	EA	**$13.45**
303	CLAMP,REPAIR,1inch(s)	PowerSeal	3151W	15	EA	$8.12
304	CLAMP,REPAIR,2inch(s)	PowerSeal	3151W	5	EA	$9.79
305	CLAMP,REPAIR,3/4inch(s)	PowerSeal	3151W	10	EA	$7.43
306	CLAMP, TAP 2inch(s)X1inch(s) TAP	PowerSeal	3131020080AD	5	EA	$85.95
307	CLAMP, TAP S.S.6inch(s)X1inch(s) TAP	Smith Blair	239-00069007-009	5	EA	$161.07
308	CLAMP, TAP S.S.8inch(s)X1inch(s) TAP	Smith Blair	239-00090507009	5	EA	$177.39
309	Discount off List Price for Special Order Items in this category not mentioned above.					42.0%
310	SECTION J: FLANGE PKS/MJ GLAND PKS, MEG-A-LUG GLAND PACKS ; Flange hardware sets shall be hex bolts conforming to ANSI/AWWA C111/A21.11-7 standards. ; Mechanical Joint hardware sets shall be T-bolts conforming to ANSI/AWWA C111/A21.11-7 standards.					
311	BOLT/GASKET SET-12inch(s) FLANGE PK	White Rhino	BNGFP-12	10	EA	$48.61
312	BOLT/GASKET SET-4inch(s) FLANGE PK	White Rhino	BNGFP-4	10	EA	$11.51
313	BOLT/GASKET SET-6inch(s) FLANGE PK	White Rhino	BNGFP-6	70	EA	$17.48
314	BOLT/GASKET SET-8inch(s) FLANGE PK	White Rhino	BNGFP-8	35	EA	$25.33
315	GASKET FULLFACE RED RUB 4	White Rhino		5	EA	$2.20
316	GASKET FULLFACE RED RUB 8	White Rhino		5	EA	$3.85
317	GASKET, METER 1.5inch(s) X 1/8inch(s) OVAL BLK RUBBER 2-BOLT, WHITE RHINO	White Rhino		85	EA	**$0.73**
318	GASKET, METER 2inch(s) X 1/8inch(s) OVAL BLK RUBBER 2-BOLT, WHITE RHINO	White Rhino		275	EA	**$0.85**
319	GLAND KIT M.J. 12inch(s)	Tyler/STAR	MJ-12	5	EA	**$76.85**
320	GLAND KIT M.J. 10inch(s)	Tyler/STAR	MJ-10	5	EA	**$74.68**
321	GLAND KIT M.J. 3inch(s)	Tyler/STAR	MJ-3	10	EA	$26.83
322	GLAND KIT M.J. 4inch(s)	Tyler/STAR	MJ-4	10	EA	$34.80
323	GLAND KIT M.J. 6inch(s)	Tyler/STAR	MJ-6	30	EA	**$47.13**
324	GLAND KIT M.J. 8inch(s)	Tyler/STAR	MJ-8	30	EA	**$52.20**
325	GLAND LESS KIT M.J. 12inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-12	5	EA	**$47.13**
326	GLAND LESS KIT M.J. 6inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-6	20	EA	**$30.45**
327	GLAND LESS KIT M.J. 8inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-8	10	EA	**$34.80**
328	MACRO COUPLING, XL, DI, 12 ROMAC OR EQUAL, 13.15-14.40	Romac	260-1440851	5	EA	$735.84
329	HYMAX GRIP COUPLING 10inch(s)	Hymax	890-56-10270-16	20	EA	$637.83
330	HYMAX GRIP COUPLING 12inch(s)	Hymax	890-56-12322-16	20	EA	$750.93
331	HYMAX GRIP COUPLING 6inch(s)	Hymax	890-56-06165-16	20	EA	$389.05
332	HYMAX GRIP COUPLING 8inch(s)	Hymax	890-56-08216-16	20	EA	$502.48
333	MACRO COUPLING, XL, DI, 10inch(s) ROMAC , 11.00inch(s)-11.65inch(s)	Romac	260-1220851	20	EA	$558.92
334	MACRO COUPLING, XL, DI, 4inch(s)	Romac	260-0560851	20	EA	$270.42
335	MACRO COUPLING, XL, DI, 6inch(s) ROMAC , 6.62-7.40	Romac	260-0760851	20	EA	$356.87
336	MACRO COUPLING, XL, DI, 8inch(s) ROMAC, 8.63-9.57	Romac	260-0975851	20	EA	$404.12

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337	MEG-A-LUG GLAND KIT 10inch(s) DOUBLE DUTY DI PIPE & C900	Tyler Union	TufGrip-TDW-10	10	EA	$129.86
338	MEG-A-LUG GLAND KIT 12inch(s) 2012PV/STARGRIP 4000,C-900	Tyler Union	TufGrip-TDW-12	225	EA	$186.88
339	MEG-A-LUG GLAND KIT 16inch(s) DI EBBA, CL52	Tyler Union	TufGrip-TDW-16	20	EA	$290.38
340	MEG-A-LUG GLAND KIT 4inch(s) C-900 2004PV / 200VPEC / E2004PEC	Tyler Union	TufGrip-TDW-4	45	EA	$61.35
341	MEG-A-LUG GLAND KIT 6inch(s) C-900 HUGHES # 2006PEC/STARGRIP 4000	Tyler Union	TufGrip-TDW-6	410	EA	$78.10
342	MEG-A-LUG GLAND KIT 8inch(s) C-900 IND#E2008PTC/STARGRIP 4000	Tyler Union	TufGrip-TDW-8	325	EA	$104.94
343	MEGA FLANGE, REST ADAPT 3inch(s)	EBBA	2103	10	EA	$76.21
344	MEGA FLANGE, REST ADAPT 4inch(s)	EBBA	2104	10	EA	$97.56
345	MEGA FLANGE, REST ADAPT 6inch(s)	EBBA	2106	10	EA	$140.27
346	O-RING, VITON 1	Spears	V-215	10	EA	**$16.63**
347	O-RING, VITON 2	Spears	V-330	10	EA	$25.34
348	PLUG, GRIPPER MECH 3	Cherne	270-237	30	EA	$9.68
349	PLUG, GRIPPER MECH 4	Cherne	270-296	100	EA	$11.37
350	PLUG, GRIPPER MECH 6	Cherne	270-261	30	EA	$30.83
351	PLUG, GRIPPER MECH 8inch(s)	Cherne	270-288	20	EA	$58.66
352	Discount off List Price for Special Order Items in this category not mentioned above.					40.0%
353	SECTION K: BRASS TAPPING SADDLES All water service saddles shall conform to ANSI/AWWA C800 standards. Unless otherwise noted in the line detail all water service saddles shall be sized for ductile iron pipe and have an AWWA tapered (CC) outlet.					
354	SADDLE TAP,BRAS,6inch(s)X1inch(s)	FORD	202B-750-CC4	40	EA	$128.66
355	SADDLE TAP,BRASS,4inch(s)X1inch(s)	FORD	202B-540-CC4	5	EA	$115.43
356	SADDLE TAP,BRASS,4inch(s)X2inch(s)	FORD	202B-540-CC7	5	EA	$146.55
357	SADDLE TAP,BRASS,8inch(s)X1inch(s)	FORD	202B-962-CC4	185	EA	$159.23
358	SADDLE,TAP,10inch(s)X1inch(s) BRASS	FORD	202B-1212-CC4	5	EA	$208.48
359	SADDLE,TAP,12inch(s)X1inch(s) BRASS	FORD	202B-1438-CC4	60	EA	$230.85
360	SADDLE,TAP,12inch(s)X2inch(s) BRASS	FORD	202B-1438-CC7	45	EA	$265.07
361	SADDLE,TAP,16inch(s)X2inch(s) BRASS	FORD	202B-1840-CC7	5	EA	$418.23
362	SADDLE,TAP,8inch(s)X2inch(s) BRASS	FORD	202B-962-CC7	15	EA	$182.49
363	SADDLETAP,BRASS,6inch(s)X2inch(s)	FORD	202B-750-CC7	15	EA	$170.81
364	SADDLE,TAP,16inch(s)X1inch(s) BRASS +	FORD	202B-1840-CC4	2	EA	$418.23
365	SADDLE,TAP,20inch(s)X1inch(s) BRASS +	FORD	202B-2220-CC4	2	EA	$495.91
366	SADDLE,TAP,20inch(s)X2inch(s) BRASS +	FORD	202B-2220-CC7	2	EA	$625.76
367	SADDLE,TAP,10inch(s)X2inch(s) BRASS	FORD	202B-1212-CC7	1	EA	$269.84
368	SADDLE, TAP, BRASS, 18inch(s)X2	FORD	202B-2050-IP7	1	EA	$528.93
369	SADDLE, TAP, BRASS, 24inch(s)X1inch(s)	FORD	202B-2650-CC4	1	EA	$724.54
370	SADDLE,TAP,16inch(s)X1inch(s) CONC CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	36200198809000	1	EA	$284.89
371	SADDLE,TAP,16inch(s)X2inch(s) CONC CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	362001198815000	1	EA	$284.89
372	SADDLE,TAP 20inch(s)X1inch(s) CONCRTE CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	36224309000	1	EA	$325.19
373	SADDLE,TAP 20inch(s)X2inch(s) CONCRTE CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	362243815000	1	EA	$325.19
374	SADDLE, WYE FLEXIBLE 4inch(s)	Fernco	TSW-4	125	EA	$63.15
375	SADDLE, WYE FLEXIBLE 6inch(s)	Fernco	TSW-6	25	EA	$80.17
376	Discount off List Price for Special Order Items in this category not mentioned above.					42.0%
377	SECTION L: STAINLESS STEEL TAPPING SLEEVES Romac, Smith Blair, and Power Seal Brands Only - NO FORD					
378	SLEEVE, TAPPING 4inch(s)X4inch(s) SS FL	Romac	SSTIII-5.00 X 4-SS FLG	10	EA	$989.39
379	SLEEVE, TAPPING 6X6 SS FLG	Romac	SSTIII-7.30 X 6-SS FLG	10	EA	$1,019.98
380	SLEEVE, TAPPING 8inch(s)X4inch(s) SS FL	Romac	SSTIII-9.45 X 4-SS FLG	10	EA	$1,014.16
381	SLEEVE, TAPPING 8inch(s)X6inch(s) SS FL	Romac	SSTIII-9.45 X 6-SS FLG	15	EA	$1,097.22
382	SLEEVE, TAPPING 8inch(s)X 8inch(s) SS FL	Romac	SSTIII-9.45 X 8-SS FLG	10	EA	$1,342.02
383	SLEEVE, TAPPING 10inch(s)X6inch(s) SS FL	Romac	SSTIII-11.45 X 6-SS FLG	5	EA	$1,178.81
384	SLEEVE, TAPPING 10inch(s)X8inch(s) SS FL	Romac	SSTIII-11.45 X 8-SS FLG	10	EA	$1,546.00
385	SLEEVE, TAPPING 10inch(s)X10inch(s) SS FL	Romac	SSTIII-11.45 X 10-SS FLG	5	EA	$2,262.92
386	SLEEVE, TAPPING 12inch(s)X4inch(s) SS FL	Romac	SSTIII-13.56 X 4-SS FLG	5	EA	$1,308.49
387	SLEEVE, TAPPING 12inch(s)X6inch(s) SS FL	Romac	SSTIII-13.56 X 6-SS FLG	10	EA	$1,448.37
388	SLEEVE, TAPPING 12inch(s)X8inch(s) SS FL	Romac	SSTIII-13.56 X 8-SS FLG	10	EA	$1,766.10

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389	SLEEVE TAPPING 12inch(s)X12inch(s) SS FL	Romac	SSTIII-13.56 X 12-SS FLG	5	EA	$2,561.60
390	SLEEVE, TAPPING 16inch(s)X6inch(s) SS FL	Romac	SSTIII-17.80 X 6-SS FLG	5	EA	$2,096.80
391	TAPPING SLEEVE, 16inch(s)X8inch(s) SS FL	Romac	SSTIII-17.80 X 8-SS FLG	5	EA	$2,278.95
392	SLEEVE, TAPPING 16inch(s)X12inch(s) SS FL	Romac	SSTIII-17.80 X 12-SS FLG	5	EA	$3,124.05
393	Discount off List Price for Special Order Items in this category not mentioned above.					45.0%
394	SECTION M: GATE VALVES, BALL VALVES, STOPS ; Acceptable water service valve manufacturers are: Mueller, Ford, MacDonald, Jones.					
395	ANGLE BALL VALVE 2inch(s), FLNG-PJ	Mueller	P24276-550N	40	EA	$243.10
396	STOP, ANGLE METER 1inch(s) I.P.	Mueller	H14265-330N	20	EA	$44.96
397	STOP, ANGLE METER 1inch(s) P.J.	Ford	BA43-44W-NL	300	EA	$122.49
398	STOP, ANGLE METER 3/4inch(s) I.P	Mueller	H14265-215N	35	EA	$29.34
399	STOP, ANGLE METER 3/4inch(s) P.J.	Mueller	H14258-215N	30	EA	$39.36
400	STOP, ANGLE METER 3/4inch(s)X1inch(s) P.J	Ford	KV43-332W	15	EA	$50.28
401	STOP, CORP. 1inch(s)PJ W/LOCKNUT	Ford	F1000-4-NL	350	EA	$53.20
402	STOP, CORP. 2inch(s) (CC x FIP)	Ford	F1600-7-NL	50	EA	$249.72
403	STOP, CORP. 2inch(s) (CC x CTS PJ)	Ford	FB1000-7-NL	30	EA	$253.65
404	STOP, CORP. 3/4inch(s) CC-PJ	Mueller	P15008-250N	15	EA	$33.10
405	STOP, CURB 1inch(s) I-I	Mueller	B20200-330N	20	EA	$84.01
406	STOP, CURB 1inch(s) PJ-IP	Mueller	P25170-330N	145	EA	$93.55
407	STOP, CURB 3/4inch(s) I-I	Mueller	B20200-250N	25	EA	$54.85
408	STOP, CURB. 3/4inch(s) PJ-I	Ford	B41-333W	100	EA	$64.80
409	VALVE FL-MJ 12inch(s) NON THREADED	Mueller	A2361-19-12 OL	5	EA	$2,307.73
410	VALVE FL-MJ 6inch(s)	Mueller	A2361-19-6 OL	60	EA	$769.72
411	VALVE FL-MJ 8inch(s)	Mueller	A2361-19-8 OL	20	EA	$1,202.80
412	VALVE GATE FL 4inch(s) W/NUT	Mueller	A2361-6-4 OL	3	EA	$597.94
413	VALVE GATE FL 4inch(s) W/WHEEL	Mueller	A2361-6-4 HW OL	3	EA	$597.94
414	VALVE GATE FL 8inch(s) W/O ACCESS	Mueller	A2361-6-8 OL	20	EA	$1,249.08
415	VALVE GATE FL X MJ 16inch(s)	Mueller	A2361-19-16 OL	2	EA	$8,107.29
416	VALVE GATE FL X MJ 4inch(s) L/ACC	Mueller	A2361-19-4 OL	3	EA	$575.78
417	VALVE GATE 2inch(s)W/NUT I-I,THREAD	Mueller	A2362-8-2 OL	5	EA	$368.37
418	VALVE GATE 1 1/2inch(s)	Nibco	T113-1-1/2	20	EA	$123.61
419	VALVE GATE 2inch(s)-BRASS NIBCO	Nibco	T113-2	15	EA	$148.67
420	VALVE GATE FL. 3inch(s) W/WHEEL	Mueller	A2361-19-3 OL	5	EA	$535.08
421	VALVE GATE MJ 16inch(s) W/O ACCESS	Mueller	A2361-23-16 OL	10	EA	$8,107.29
422	VALVE GATE MJ 12inch(s) W/O ACCESS	Mueller	A2361-23-12 OL	20	EA	$2,418.67
423	VALVE GATE MJ 4inch(s) W/O ACCESS	Mueller	A2361-23-4 OL	10	EA	$603.46
424	VALVE GATE MJ 6inch(s) W/O ACCESS	Mueller	A2361-23-6 OL	45	EA	$769.72
425	VALVE GATE MJ 8inch(s) W/O ACCESS.	Mueller	A2361-23-8 OL	35	EA	$1,225.92
426	VALVE, BALL 1 1/2inch(s) FIP-FIP	Mueller	B20200-500N	10	EA	$171.21
427	VALVE, BALL 2inch(s) FIP-FIP	Mueller	B20200-550N	60	EA	$249.27
428	VALVE, BALL 3/4-3/4 FL-IP	Mueller	B25166-250N	5	EA	$64.41
429	VALVE, BALL METER 1.5inch(s)	Mueller	P24276-500N	10	EA	$243.10
430	VALVE, BALL METER 2inch(s)	Mueller	P24335-550N	15	EA	$318.26
431	VALVE TAPPING 12inch(s) W/O ACCESS.	Mueller	T2361-19-12 OL	5	EA	$3,672.32
432	VALVE TAPPING 4inch(s) W/O ACCESS.	Mueller	T2361-19-4 OL	3	EA	$769.24
433	VALVE TAPPING 6inch(s) W/O ACCESS.	Mueller	T2361-19-6 OL	5	EA	$1,086.09
434	VALVE TAPPING 8inch(s) W/O ACCESS.	Mueller	T2361-19-8 OL	5	EA	$1,612.09
435	VALVE, CHECK DOUBLE 2inch(s)	Watts	2-LF-007-M1-QT	20	EA	$637.31
436	BACKFLOW PREVENTER, RPZ 2inch(s)	Zurn	975XL3	20	EA	$888.21
437	REPAIR KIT, 2inch(s) RPZ BACKFLOW +	Zurn	WRK114-975XLC	20	EA	$182.19
438	Discount off List Price for Special Order Items in this category not mentioned above.					43.0%
439	SECTION N: METER RESETTERS Acceptable water service resetter manufacturers are: Mueller, Ford, Jones.					
440	RESETTER COPPER 3/4inch(s)	Ford	V42-7W	500	EA	$102.30
441	RESETTER COPPER 5/8inch(s)X 3/4	Mueller	234H-1404	5	EA	**$93.40**
442	RESETTER,COPPER, 1inch(s)X10inch(s)	Ford	V44-10W	10	EA	$188.58
443	RESETTER,COPPER, 1-1/2inch(s) X 13Flanged Key valve on inlet, flanged Ell on outlet	Ford	V46-13	10	EA	**$1,079.88**
444	RESETTER, COPPER, 1 1/2 X 18inch(s)	Ford	V46-18	1	EA	$1,106.42
445	RESETTER,COPPER, 2inch(s) X 12Flanged Key valve on inlet, flanged Ell on outlet	Ford	V47-12	10	EA	**$1,218.79**
446	RESETTER,COPPER, 2 X 18inch(s)	Mueller	106B2424N	2	EA	$1,448.33
447	RESETTER, COPPER 12inch(s)	Ford	V42-12W	10	EA	$103.51
448	RESETTER, COPPER 15inch(s)	Ford	V42-15W	5	EA	$107.86

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449	CORP, 1500 5/8inch(s)X3/4inch(s) SAMPLE STATION WATER PLUS	WaterPlus Corp	1500 5/8inch(s) x 3/4inch(s)	15	EA	**$496.48**
450	Discount off List Price for Special Order Items in this category not mentioned above.					42.0%
451	SECTION O: WATER METER VAULT HATCHWAYS ; BILCO BRAND ONLY					
452	HATCHWAY, ALUMINUM 36inch(s)X48 PEDESTRIAN RATED, BILCO ONLY	BILCO	JD-AL	1	EA	$2,145.00
453	HATCHWAY, ALUMINUM 48inch(s)X48 PEDESTRIAN RATED, BILCO ONLY	BILCO	JD-AL	5	EA	$2,128.75
454	HATCHWAY, ALUMINUM 48inch(s)X72 PEDESTRIAN RATED, BILCO ONLY	BILCO	JD-AL	1	EA	$2,778.75
455	HATCHWAY, ALUMINUM 72inch(s)X72inch(s) PEDESTRIAN RATED, BILCO ONLY	BILCO	JD-AL	1	EA	$6,003.75
456	HATCHWAY, ALUMINUM 72inch(s)X96inch(s) PEDESTRIAN RT BILCO JD-AL ONLY	BILCO	JD-AL	1	EA	$6,995.31
457	Discount off List Price for Special Order Items in this category not mentioned above.					0.0%
458	SECTION P: VALVE BOXES AND VALVE BOX EXTENSION Valve boxes and valve box extensions shall be screw type with a minimum shaft diameter of 5 inch(s).					
459	BOX VALVE EXTENSION 24inch(s) TYLER# 6850-6D	Tyler Union	6850-6D	5	EA	**$83.16**
460	BOX VALVE LID TYLER# 6850-10T 461-S-5 1/4	Tyler Union	DVBLIDW	215	EA	**$17.76**
461	BOX VALVE RISER 1 1/2inch(s) ITEM# 30002986111W/SET SCREWS	Tyler Union	30002986111	100	EA	**$21.80**
462	BOX VALVE RISER 1inch(s)W/SET SCREW	Tyler Union	30002986110	100	EA	**$19.38**
463	BOX, VALVE ROUND PLASTIC 6	DALLAS SPECIALTY	DS109SWR	70	EA	$4.88
464	BOX,VALVE ROUND PLASTIC 10	DALLAS SPECIALTY	DS1100S	70	EA	$9.49
465	BOX, VALVE TOP SECTION 10inch(s)	Tyler Union	10-T	225	EA	**$49.25**
466	BOOT, CLEANOUT	Bass&Hays	#339	5	EA	$426.31
467	CLEANOUT,CI, 4inch(s) 2 BOLT + BASS&HAYS#BH 404 C W/GASKET	Bass&Hays	BH 404	30	EA	$104.75
468	Discount off List Price for Special Order Items in this category not mentioned above.					0.0%
476	SECTION R: MISCELLANEOUS INVENTORY					
477	CHLORINE, GRANULAR, 100 LBS	Dryrtec	72304	115	DR	$775.00
478	CLAMP, SNAP, 51inch(s) STANLEY ROBERTS #SC-248/SC-258	Stanley Roberts	SC-258	550	EA	**$5.42**
479	DEODORANT LIQUID LONG-GON TEXAS NTL# S5086Q / AC6440-12	Fresh Products	BioConqueror 105	45	EA	**$82.48**
480	ENCASEMENT POLY 29 X 200feet 29DW1WP / D29200PWF812	White Rhino		15	RL	**$56.38**
481	ENCASEMENT,POLY 52inch(s)X200feet HDPE 4 MIL, HDPE	White Rhino		5	EA	$653.38
482	ENCASEMENT,POLY 52inch(s)X200feet LDPE 8 MIL, LDPE	White Rhino		5	EA	$236.13
483	GASKET, RAM NEK FLEXIBLE 42inch(s) 1.5inch(s)X42inch(s), RM 101 (20/CA)	RamNek	RM-101	130	EA	**$72.37**
484	GASKET, 1/8inch(s) T, 48inch(s) ROLL F# DRRRG48A			3	RL	**$9.60**
485	GASKET, BLK EPDM 4feet x 50feet ROLL F# EGWH9855			3	RL	No Bid
486	HACH IRON REAGENT POWDERPILLOW 5ML (100 PK)	Hach	92799	20	EA	$32.41
487	HACH PDP POWDER PILLOWS DPD4 (TOTAL)10ML 1000/PACK	Hach	2105628	20	EA	$280.00
488	HOSE, SEWER FLUSH 3/4inch(s) X 600feet BARCO PIRANHA HP-12 (BLUE)	Piranha	HPB-12	5	EA	**$1,862.96**
489	INFLOW DEFENDER, HDPE 24 POLYETHYLENE PRIME HDPE 250			85	EA	**$56.84**
490	INFLOW DFNDR MAX, 30inch(s) POLYCARB INFLOW DEFENDER			20	EA	**$73.68**
491	INSERT STIFFENER 1inch(s) STAINLESS S WHITE RHINO	Proselect	PSISCG	1		$1.40
492	INSERT STIFFENER 1 1/2inch(s) JONES J2808, 2.562inch(s),528706J	Jones	J2805	40	EA	$4.13
493	INSERT STIFFENER 2inch(s) JONES J2808, 2.562inch(s),528707J	Jones	J2808	300	EA	$7.88
494	LUBE, PIPEinch(s)EASE-ONinch(s) 8 LB, BK ONLY	Ease-On	8LB BK	200	BK	**$13.00**

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495	MARKER UTILITY (SEWER MANHOLE) CARSONITE 6884-CSM	Carsonite	6884-CSM	50	EA	$38.74
496	MARKER UTILITY (WATER VALVE) ITEM#CTFM062008-CWV116	Carsonite	CWV116	10	EA	$44.26
497	MARKER WATER PIPELINE ITEM#CTFM062008-CW112	Carsonite	CW112	20	EA	$39.15
498	MARKER, FLAG PURPLE 4inch(s)X 5inch(s)X18inch(s) NO SCREEN PRINT, 100/BUNDLE		P4518PP	20	BN	**$7.00**
499	MARKER, FLAG BLUE (100/BN) P451-SCREENED W/ WHITE inch(s)W		P4521BE3035	70	BN	**$8.00**
500	MARKER, FLAG GREEN 4inch(s)X 5inch(s)X 21 P451-GREEN, 100/BN		P4521G	40	BN	**$8.00**
501	OCTOCRETE/RS PATCH CEMENT 50LB ICM SYSTEMS/RAPID SETTNG PATCH	Octocrete	RS Patch	250	DR	**$25.00**
502	PAINT ALUMINUM - HYDRANT FLYNT 1 GALLON	Flynt	Aluminum	15	EA	$105.00
503	PAINT, SAFETY BLUE -HYDRANT FLYNT 1 GALLON	Flynt	Blue	15	EA	$105.00
504	PAINT, WHITE PRIMER - HYDRANT FLYNT 1 GALLON	Flynt	White Primer	15	EA	$105.00
505	PIPE COMPOUND SEAL RECTORSEAL#5 SLOWDRY,SOFTSET	Rectorseal	#5	20	QT	**$38.00**
506	PUMP UTILITY W/6feet HOSE BECKSON MODEL #136PF6	Beckson	136PF6	40	EA	No Bid
507	PUMP, 2/3 HP SUBMERSIBLE TSURUMI LB-480-62 ONLY	Tsurumi	LB-480-62	30	EA	$425.00
508	PUMP, SUMP & EFFLUENT 1 HP ZOELLER 140-0002 N140	Zoeller	140-0002	10	EA	**$547.14**
509	ROOT KILLER - ROOTX ROOTX ONLY, 2 LB JAR	Rootx	2lb Jar	30	EA	$377.65
510	SEALANT, SEALGUARD II 12A-12B TUBES, SGRE12 12/CA	Sealguard	SealGuardII	12	EA	**$611.76**
511	SEALER MANHOLE MITSUBISHI ADEKA P201 (24/CA)	Adeka	P201A	50	EA	**$34.58**
512	SEALER, inch(s)FOAMinch(s) RISER 28OZ/24CA M-1 ADHESIVE, CRETEX#98050	ChemLink	M-1 Adhesive	10	EA	No Bid
513	SLEEVE, QUICK LOCK 10inch(s) STRAIGHT QL HG 6472	Quick Lock	HG 6472	10	EA	No Bid
514	SLEEVE, QUICK LOCK 12inch(s) STRAIGHT QL HG 6473	Quick Lock	HG 6473	5	EA	No Bid
515	SLEEVE, QUICK LOCK 6 STRAIGHT QL HG 6470	Quick Lock	HG 6470	20	EA	No Bid
516	SLEEVE, QUICK LOCK 8 STRAIGHT QL HG 6471	Quick Lock	HG 6471	20	EA	No Bid
517	TIGER TAIL 3feet, W/ ROPE CLAMP AND CUFFS	TigerTail	A123030003A	10	EA	No Bid
518	TUBE, SIGHT 2inch(s) X 24inch(s) CLEAR READER #240	Clear Reader	240	15	EA	**$24.71**
519	VITA-D-CHLOR TABLETS 140/BK INTEGRA CHEMICAL CO	Integra Chem	Vita-D-Chlor-Tablets	10	BK	$644.47
520	VITA-D-CHLOR GRANULAR 25KG PLASTIC PAIL, INTEGRA CHE CO	Integra Chem	Vita-D-Chlor-Granular	10	BK	**$162.35**
521	WASHER, METER 3/4inch(s)X1/16inch(s)(100)^ BLK FIBER RND, WESTERMN(100/B)	White Rhino		20	BC	$9.50
522	WASHER METER 3/4inch(s)X1/8inch(s)(100/BG) BLK RUBBER, ROUND, WHITE RHINO	White Rhino		45	BC	$7.25
523	WASHER, METER 1inch(s)X1/8inch(s) (100/BG) BLK RUBBER, ROUND, WHITE RHINO	White Rhino		20	BC	$40.00
524	WIRE, TRACEABLE, 10AWG ENDOTRACE WIRE	Endotrace	10AWG	8	EA	$225.00
525	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%

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EXHIBIT F-CIQ

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.**

Ferguson Waterworks

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.**

Ryan C Moore

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 — Date: 4-14-25

Certificate Of Completion

Envelope Id: 80BF2649-16AF-4CEF-B5AD-C635614D3C1C
Status: Sent
Subject: Please DocuSign: City Council Contract 8788 Water and Wastewater Inventory (Ferguson)
Source Envelope:
Document Pages: 42
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Ginny Brummett
901B Texas Street
Denton, TX 76209
Ginny.Brummett@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
5/19/2025 1:39:47 PM
Holder: Ginny Brummett
Ginny.Brummett@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Ginny Brummett ginny.brummett@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: 5/19/2025 1:41:00 PM Viewed: 5/19/2025 1:41:08 PM Signed: 5/19/2025 1:42:06 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: 198.49.140.10	Sent: 5/19/2025 1:42:11 PM Viewed: 5/20/2025 9:45:49 AM Signed: 5/20/2025 9:46:40 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior 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: 198.49.140.10	Sent: 5/20/2025 9:46:43 AM Viewed: 5/20/2025 10:35:56 AM Signed: 5/20/2025 10:41:55 AM
Ryan Moore ryan.moore@ferguson.com General Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/20/2025 12:38:58 PM ID: ed419051-6559-48dd-9b68-c616186771bf	Signed by: Ryan Moore B82B911283AE400... Signature Adoption: Pre-selected Style Using IP Address: 12.63.228.194	Sent: 5/20/2025 10:41:57 AM Viewed: 5/20/2025 12:38:58 PM Signed: 5/20/2025 12:39:41 PM

Signer Events	Signature	Timestamp
Jessica Williams Jessica.jWilliams@cityofdenton.com Chief Financial Officer Security Level: Email, Account Authentication (None)	Signed by:  8E9AFB49EC4C49C... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/20/2025 12:39:43 PM Viewed: 5/20/2025 3:23:42 PM Signed: 5/20/2025 3:24:06 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)		Sent: 5/20/2025 3:24:09 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Lauren Thoden lauren.thoden@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)	COPIED	Sent: 5/19/2025 1:42:10 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/20/2025 3:24:09 PM Viewed: 7/1/2025 10:15:16 AM
Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
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		
Keith Kading Keith.Kading@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/27/2025 5:01:21 PM ID: 1160e000-86d1-4e3b-8bfb-d946e1f160ba		
Matt Lavalley matt.lavalley@ferguson.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	5/19/2025 1:41:00 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.

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Docusign City Council Transmittal Coversheet

RFP	8788
File Name	Water & Wastewater Inventory-Contract (Core & Main)
Purchasing Contact	Ginny Brummett
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND CORE AND MAIN LP
(Contract #8788)

THIS CONTRACT is made and entered into this date _____, by and between Core & Main LP a Florida Limited Partnership whose address is 4333 Irving Blvd., Dallas, TX 75247, hereinafter referred to as "Contractor," 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

Contractor shall provide products in accordance with the City's RFP #8788 Water & Wastewater Inventory, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. 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) City of Denton's RFP 8788 (the "Solicitation") **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Contractor's Proposal ("Contractor's Offer") **(Exhibit "E")**;
(f) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "F")**

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 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.*** 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 2276 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

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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 Contract.*** 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 Contract, 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 this 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

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 Contract, 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 Contract and will not become ineligible to receive payments under this Contract 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 2275, 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 Contract in the year and day first above written.

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CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by: Marcella Lunn 4B070831B4AA438...

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

Signed by: Jessica Williams 8E9AFB49EC4C49C...

Jessica Williams
SIGNATURE PRINTED NAME

Chief Financial Officer
TITLE

Finance
DEPARTMENT

CONTRACTOR

BY: DocuSigned by: John Thompson 3B913E4E604A458...
AUTHORIZED SIGNATURE

Printed Name: John Thompson

Title: Sales Manager

940-391-3900
PHONE NUMBER

John.thompson@coreandmain.com
EMAIL ADDRESS

2025-1308201
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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Exhibit A
Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Product Changes During Contract Term

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the contractor's expense. Products that have been installed will be replaced at the contractor's expense.

3. Authorized Distributor

The Contractor shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Contractor 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. The Contractor'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. Prices in Contractor's proposal are firm for one (1) year after execution of the agreement. Thereafter, prices may be increased annually or otherwise based on manufacturer price increases. In the event of circumstances beyond the control of the Contractor, including but not limited to, government regulations, tariffs, and events of force majeure, the Contractor reserves the right to adjust prices upon thirty (30) calendar days' notice.

5. Price Escalation and De-escalation

On Contractor's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on the Contractor's request for price increase as indicated in Paragraph 4 herein . The escalation may be determined annually at the renewal date. The price may be increased based upon the manufacturer's price list. . The Contractor should provide documentation as percentage of each cost associated with the unit prices quoted

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for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued.
Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

The cumulative contract spend for all sections for primary and secondary contractors for contract 8788 shall not exceed $12,000,000.00.

Core & Main LP is awarded as the secondary contractor for A, B, C, D, E, F, G, H, I, J, K, L, M, N, and R of RFP 8788, which sections A, B, C, D, E, F, G, H, I, J, K, L, M, N, and R only is awarded by this contract for the supply of A-Ductile Iron, B- Brass Adapters And Fittings, C- Adapters, Bends, Connectors, D - PVC Pipe; Water And Sewer, E-Water Meter Boxes, F - Manhole Lids, Rings, And Risers, G - Fire Hydrants, Extensions And Repair Kits, H-Bell Joint Leak Clamps, I-Repair Clamps, J-Flange, K – Brass Tapping Saddles, L-Stainless Steel Tapping Sleeves, M-Gate Valves, Ball Valves, Stops, N - Meter Resetters, and R-Miscellaneous Inventory. Pricing shall be per Exhibit E attached. The cumulative contract spend for all sections for primary and secondary contractors for contract 8788 shall not exceed $12,000,000.00.

Secondary contractor will be called if the Primary contractor fails to provide the supplies requested.

7. Delivery Lead Time

Product or services shall be delivered to the City per the days/weeks noted in Exhibit E after receipt of the order.

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Exhibit B
City of Denton's RFP #8788

On File at the Office of the Purchasing Agent

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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

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only when the materials requested hereunder is delivered to the site requested by the City.

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 City shall have the right to designate what method of transportation shall be used to ship the deliverables. 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, 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. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such 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.

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A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
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

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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 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.

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;

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 (15^{th}) 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, material supplier, or other payee 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, material supplier, or other payee 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;

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ii. prohibit the Subcontractor from further subcontracting any portion of the Contract 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 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.

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**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall conform in all material respects to the material specifications for the materials provided hereunder, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense. Notwithstanding anything contained herein to the contrary, the manufacturer's warranty only shall apply to all materials purchased by Buyer hereunder. Buyer acknowledges that Seller is a distributor of materials only and therefore offers no additional warranties. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

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SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

A. Recycled deliverables shall be clearly identified as such.

B. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

D. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, 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**: If applicable, 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.

A. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

B. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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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. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

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, (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 receive payment for the materials delivered through the date of termination, materials not returnable to the manufacturer for credit and materials in the course of production.

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 ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) 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. 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. Upon termination, Contractor shall receive payment for the materials delivered through the date of termination, materials not returnable to the manufacturer for credit and materials in the course of production.

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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 plus amounts for special order materials, materials not returnable to the manufacturer for credit and materials in the course of production, manufacturer cancellation fees, as well as return freight charges and reasonable restocking fees 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 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**: 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 perform all obligations within the timeframes required unless events transpire that is out of its control.

32. **INDEMNITY**:
A. Definitions:

i. "Indemnified Claims" shall include actual and direct claims, demands, suits, causes of action, judgments, and liability 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; the

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officers, agents, and; 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" shall include the negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM DIRECT AND ACTUAL CLAIMS FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE DELIVERY OF MATERIALS PROVIDED HEREUNDER UNDER THE CONTRACT. 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 Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add 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. Notices

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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**: This Paragraph shall only apply if the design or specifications are created by the Contractor, the Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

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 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

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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**: This Paragraph shall only apply if the design or specifications are created by the Contractor, the City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made- for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

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.

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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 Denon 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 Ethic 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, 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. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

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

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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 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. INTE**RPRETATION**: 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.

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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.

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 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

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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:**
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

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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. 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.

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.

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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:** 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:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

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 to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, 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.

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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 financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant accessto all books, records and documents 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. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

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

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this provision constitutes a material breach under this Contract.

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Exhibit D
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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8788 Water & Wastewater Inventory
Exhibit E

						Core and Main
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	**Unit**
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more					
2	SECTION A: DUCTILE IRON - C110 FULL BODY DOMESTIC ONLY					
3	BEND DUCTILE MJXMJ 8inch(s)X 11 1/4 DUCTILE C110, FULL BODY, TYLER	Tyler Union	8-C110-MJ-11 1/4	5	EA	$503.00
4	BEND, DUCTILE 6inch(s) X 22 1/2	Tyler Union	6-C110-MJ-22 1/2	5	EA	$339.00
5	BEND, DUCTILE 6inch(s) X 90 DEG MJ	Tyler Union	6-C110-MJ-90 DEG MJ	15	EA	$334.00
6	BEND, DUCTILE 6inch(s)X45 CAST IRON	Tyler Union	6-C110-MJ-45	40	EA	$288.00
7	BEND, DUCTILE 8inch(s) MJ 90 DEG C110 FULL BODY DOMESTIC	Tyler Union	8-C110-MJ-90	10	EA	$650.00
8	BEND, DUCTILE 8inch(s)X22 1/2 C.I.	Tyler Union	8-C110-MJ-22 1/2	10	EA	$525.00
9	BEND, DUCTILE 8inch(s)X45 CAST IRON TYLER DUCTILE 8X45	Tyler Union	8-C110-MJ-45	30	EA	$422.00
10	BEND, DUCTILE 90 12inch(s) MJ C110 FULL BODY DOMESTIC	Tyler Union	12-C110-MJ-90	5	EA	$1,270.00
11	BEND DUCTILE 11 1/4 X 12inch(s)^ MJ DOMESTIC C110	Tyler Union	12-C110-MJ-11 1/4	5	EA	$1,010.00
12	BEND,DUCTILE 12inch(s) X 22 1/2 C.I	Tyler Union	12-C110-MJ-22 1/2	10	EA	$1,010.00
13	BEND,DUCTILE 12inch(s)X45 CAST IRON	Tyler Union	12-C110-MJ-45	15	EA	$1,055.00
14	BLIND FLANGE 10inch(s) C110 USA P401	Tyler Union	FLG-10-BLND	2	EA	$722.00
15	BLIND FLANGE 16inch(s) C110 USA P401	Tyler Union	FLG-16-BLND	2	EA	$2,105.00
16	PIPE CAP MJ 12inch(s)	Tyler Union	CAP-12-MJ	10	EA	$305.00
17	PIPE CAP MJ 8inch(s)	Tyler Union	CAP-8-MJ	20	EA	$174.50
18	PIPE, CAP MJ 4inch(s)	Tyler Union	CAP-4-MJ	5	EA	$82.00
19	PIPE, CAP MJ 6inch(s)	Tyler Union	CAP-6-MJ	35	EA	$125.75
20	PLUG,PUSH IN FOR 8inch(s) DUCTILE	Tyler Union	PIP-8	5	EA	$181.50
21	PLUG,PUSH IN FOR 12inch(s) DUCTILE +	Tyler Union	PIP-12	2	EA	$338.00
22	PLUG,PUSH IN FOR 6inch(s) DUCTILE +	Tyler Union	PIP-6	5	EA	$101.50
23	REDUCER, MJ DUCTILE 12inch(s)X8inch(s) DOMESTIC C110	Tyler Union	12X8-RED-C110-MJ	2	EA	$863.00
24	REDUCER, MJXMJ 6inch(s)X4inch(s) TYLER, C-110 FULL BODY	Tyler Union	6X4-RED-C110-MJ	5	EA	$317.00
25	REDUCER, MJ DUCTILE 8inch(s) X 6 MJ X MJ, C110, DOMESTIC	Tyler Union	8X6-RED-C110-MJ	15	EA	$469.00
26	SLEEVE, SOLID MJ 12inch(s) X 12inch(s)	Tyler Union	12X12-SLV-C110-SOL	15	EA	$753.00
27	SLEEVE, SOLID MJ 3inch(s) X 12inch(s) ^ DOMESTIC C110	Tyler Union	3X12-SLV-C110-SOL	2	EA	$225.00
28	SLEEVE, SOLID MJ 4inch(s) X 12inch(s)	Tyler Union	4X12-SLV-C110-SOL	10	EA	$225.00
29	SLEEVE, SOLID MJ 6inch(s) X 12inch(s)	Tyler Union	6X12-SLV-C110-SOL	30	EA	$250.00
30	SLEEVE, SOLID MJ 8inch(s) X 12inch(s)	Tyler Union	8X12-SLV-C110-SOL	30	EA	$325.00
31	TEE 8inch(s)X8inch(s)X8inch(s) MJXFLXMJ TYLER, C-110 DOMESTIC	Tyler Union	8X8-TEE-C110-MJXFL	10	EA	$921.00
32	TEE, 12X12X12 (MJXFLXMJ)	Tyler Union	12X12-TEE-C110-MJXFL	5	EA	$2,020.00
33	TEE, 12X12X8 (MJXMJXFL) DI DOMESTIC C110	Tyler Union	12X8-TEE-C110-MJXFL	10	EA	$1,766.00
34	TEE, 12X6X12 (MJXFLXMJ)	Tyler Union	12X6-TEE-C110-MJXFL	30	EA	$1,753.00
35	TEE, 6 x 6 x 6 (MJ X FL X MJ)	Tyler Union	6X6-TEE-C110-MJXFL	5	EA	$581.50
36	TEE, 8X6X8 (MJXFLXMJ)	Tyler Union	8X6-TEE-C110-MJXFL	25	EA	$811.00
37	TEE, 12X12X12 (MJXMJXMJ) ^ DOMESTIC C110	Tyler Union	12X12-TEE-C110-MJXMJ	2	EA	$2,133.00
38	TEE, 16x16x16 (MJxFLxMJ) DI ^ DOMESTIC C110	Tyler Union	16X16-TEE-C110-MJXFL	2	EA	$3,821.00
39	TEE, FLANGE 12inch(s)X12inch(s)X4inch(s) ^ DOMESTIC C110, FULL BODY	Tyler Union	12X4-TEE-C110-MJXFL	2	EA	$1,687.00
40	VALVE PLUG M.J. 4inch(s)	Tyler Union	MJ-4-PLG	5	EA	$68.50
41	VALVE PLUG MJ 6inch(s)	Tyler Union	MJ-6-PLG	10	EA	$101.50
42	VALVE PLUG MJ 8inch(s)	Tyler Union	MJ-8-PLG	5	EA	$181.50

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43	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
44	SECTION B: BRASS ADAPTERS AND FITTINGS ; Brass fittings for water service shall conform to AWWA C800 standards. ; Potable water only. Irrigation brass is not acceptable. Ford, Mueller, Merit Brass Acceptable					
45	ADAPTER, METER 3/4inch(s) X 1	Mueller	H-10879-254N	1100	PR	$27.49
46	ANGLE BALL VALVE 2inch(s), FLNG-IP	Ford	BFA13-777W	5	EA	$270.35
47	CONNECTOR ELL, 2inch(s) 90DEG PJXPJ+	Ford	L44-77-NL	10	EA	$197.48
48	CONNECTOR WATER 1 1/2inch(s) MIP-PJ	Ford	C84-66-NL	20	EA	$48.74
49	CONNECTOR WATER 1 1/2inch(s) PJ-PJ	Ford	C44-66-NL	15	EA	$69.99
50	CONNECTOR WATER 1inch(s) MIP-PJ	Ford	C84-44-NL	110	EA	$17.65
51	CONNECTOR WATER 1inch(s) PJ-PJ	Ford	C44-44-NL	70	EA	$19.85
52	CONNECTOR WATER 2inch(s) MIP-PJ	Ford	C84-77-NL	150	EA	$71.05
53	CONNECTOR WATER 2inch(s) PJ-PJ	Ford	C44-77-NL	25	EA	$94.59
54	CONNECTOR WATER 3/4inch(s) IP-PJ	Ford	C84-33NL	150	EA	$14.93
55	CONNECTOR WATER 3/4inch(s) PJ-PJ	Ford	C44-33-NL	80	EA	$18.19
56	COUPLING BRASS,1 1/2inch(s) FEMALE	Merit Brass	NL111-24	15	EA	$38.39
57	COUPLING BRASS,2inch(s) FEMALE	Merit Brass	NL111-32	20	EA	$63.50
58	COUPLING METER 2 BOLT 1 1/2inch(s)	Smith Blair	926000002500000	100	EA	$53.80
59	COUPLING METER 2 BOLT 2inch(s)	Smith Blair	926000001900000	150	EA	$65.20
60	COUPLING METER EXPANSION 3/4inch(s)	Mueller	H-14234-250N	25	EA	$19.30
61	COUPLING, BRASS, 1inch(s) FIP-FIP	Merit Brass	NL111-16	35	EA	$17.64
62	COUPLING, BRASS, 3/4inch(s) FEMALE	Merit Brass	NL111-12	80	EA	$10.35
63	ELBOW, BRASS 3/4inch(s) X 90	Merit Brass	NL101-12	25	EA	$11.79
64	ELBOW,BRASS 2inch(s) X 45	Merrit Brass	NL101-32	15	EA	$67.49
65	ELBOW,BRASS, 1inch(s) X 90 F-F	Merit Brass	NL101-16	30	EA	$19.19
66	ELBOW,BRASS, 1.5inch(s) X 90	Merit Brass	NL101-24	10	EA	$45.25
67	ELBOW,BRASS, 2inch(s) X 90	Merit Brass	NL101-32	40	EA	$67.50
68	FLANGE ADAPTER METER 1.5inch(s) BRAS	Mueller	H-10129-H-500N	5	EA	$44.69
69	FLANGE ADAPTER, METER 2inch(s) BRASS	Mueller	H-10129-H-550N	30	EA	$58.34
70	KEY, WATER METER BOX , BRASS	Bass & Hays	BKEY52	100	EA	$14.69
71	KEY, WATER METER BOX LONG BRASS +	Bass & Hays	BKEY16	100	EA	$47.30
72	NIPPLE METER,BRASS, 1X2.5inch(s)	Ford	C38-44-2-625-NL	100	EA	$10.64
73	NIPPLE METER,BRASS, 1X3inch(s)	Ford	C38-44-3.5-NL	40	EA	$38.66
74	NIPPLE METER,BRASS, 1X8.5inch(s)	Ford	C38-44-3-5-NL	50	EA	$32.54
75	NIPPLE METER,BRASS, 3/4inch(s)X2.5inch(s)	Ford	C38-44-8-5-NL	60	EA	$6.48
76	NIPPLE METER,BRASS, 3/4X3inch(s)	Ford	C38-23-3-NL	55	EA	$6.84
77	NIPPLE METER,BRASS, 3/4X8.5inch(s)	Ford	C38-23-8-5-NL	950	EA	$26.54
78	NIPPLE, BRASS, 1inch(s) ALL THREAD	Merit Brass	2016-001	40	EA	$3.73
79	NIPPLE, BRASS 1inch(s) X 4inch(s)	Merit Brass	2016-400	30	EA	$7.94
80	NIPPLE, BRASS 3/4inch(s) X 2inch(s)	Merit Brass	2012-200	30	EA	$3.19
81	NIPPLE, BRASS,2inch(s)X2inch(s) ALLTHREAD	Merit Brass	2132-001	50	EA	$10.99
82	NIPPLE,BRASS, 1 1/2inch(s)X6inch(s)	Merit Brass	2124-600	25	EA	$19.19
83	NIPPLE,BRASS, 1inch(s) X 2inch(s)	Merit Brass	2016-200	25	EA	$4.75
84	NIPPLE,BRASS, 1inch(s)X 6inch(s)	Merit Brass	2016-600	15	EA	$11.69
85	NIPPLE,BRASS, 1.5inch(s) X 2inch(s)	Merit Brass	2024-200	15	EA	$7.75
86	NIPPLE,BRASS, 1.5inch(s) X 4inch(s)	Merit Brass	2024-400	20	EA	$12.99
87	NIPPLE,BRASS, 2inch(s)X4inch(s)	Merit Brass	2132-400	40	EA	$16.69
88	NIPPLE,BRASS, 2inch(s)X6inch(s)	Merit Brass	2132-600	60	EA	$24.69
89	NIPPLE,BRASS, 3/4inch(s) ALLTHREAD 3/4 XCL STD BRASS NIPPLE	Merit Brass	2112-001	15	EA	$2.54
90	NIPPLE,BRASS, 3/4inch(s) X 4inch(s)	Merit Brass	2112-400	20	EA	$5.49
91	NIPPLE,BRASS, 3/4inch(s) X 6inch(s)	Merit Brass	2112-600	10	EA	$7.99
92	NUT & GASKET ASSY, 1inch(s) PJ	Ford	NG-FF4	40	EA	$8.59
93	PLUG BRASS 1inch(s)	Merit Brass	NL117-16	10	EA	$11.81
94	PLUG BRASS 2inch(s)	Merit Brass	NL117-32	5	EA	$33.93
95	PLUG BRASS 3/4inch(s)	Merit Brass	NL117-12	10	EA	$7.39
96	PLUG BRASS 1 1/2inch(s) +	Merit Brass	NL117-24	5	EA	$20.69
97	PLUG BRASS 3inch(s)	Merit Brass	NL117-48	10	EA	$91.49
98	PLUG BRASS 4inch(s)	Merit Brass	NL117-64	10	EA	$171.29

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99	PLUNGER, METER BOX LID	Bass & Hays	PLUNGER51	75	EA	$13.46
100	REDUCER BELL BRASS 1inch(s)X3/4inch(s)	Merit Brass	NL112-1612	25	EA	$19.99
101	REDUCER BUSHING,BRASS, 2inch(s)X1inch(s)	Merit Brass	NL114-3216	50	EA	$32.29
102	REDUCER BUSHING,BRASS,1inch(s)X3/4inch(s) FEMALE TO MALE	Merit Brass	NL114-1612	25	EA	$10.79
103	REDUCER BUSHING,BRASS,2inch(s)X1.5inch(s)	Merit Brass	NL114-3224	10	EA	$32.35
104	REDUCER BUSHNG BRASS 3/4X1/2inch(s)	Merit Brass	NL114-1208	5	EA	$9.45
105	REDUCER BUSHNG,BRASS 1.5X3/4inch(s)	Merit Brass	NL114-2412	5	EA	$26.19
106	REDUCER BUSHNG,BRASS, 1.5inch(s)X1inch(s)	Merit Brass	NL114-2416	5	EA	$26.19
107	REDUCER BUSHNG,BRASS, 2inch(s)X3/4inch(s)	Merit Brass	NL114-3212	10	EA	$32.35
108	TEE, BRASS, 1inch(s)	Merit Brass	NL106-16	15	EA	$30.69
109	TEE, BRASS, 2inch(s)	Merit Brass	NL106-32	25	EA	$85.69
110	TEE, BRASS, 3/4inch(s)	Merit Brass	NL106-12	5	EA	$14.69
111	UNION, BRASS, 2inch(s)	Merit Brass	NL187-32	2	EA	$131.69
112	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
113	SECTION C: PVC, ADAPTERS, BENDS, CONNECTORS					
114	ADAPTER 10inch(s)SDR-10inch(s)SDR35	GPK	156-ON10PK	5	EA	$91.69
115	ADAPTER 4inch(s)SDR 35 - 4inch(s)SDR35	GPK	156ON4PK	450	EA	$28.23
116	ADAPTER 6inch(s)SDR35-6inch(s)SDR35	GPK	156-ON6PK	70	EA	$84.99
117	ADAPTER 8inch(s)SDR35-8inch(s) SDR35	GPK	156-ON8PK	40	EA	$79.79
118	ADAPTER BUSHING, 4inch(s) DWV X SDR	Charlotte Pipe	PVC 118	30	EA	$5.97
119	ADAPTER ECC. 10inch(s)C-10inch(s) SDR35	GPK	102-ON10PK	25	EA	$82.68
120	ADAPTER ECC. 12inch(s)C-12inch(s) SDR35	GPK	102-ON12PK	5	EA	$127.09
121	ADAPTER ECC. 4inch(s)C-4inch(s) SDR35	GPK	102-ON4PK	300	EA	$31.31
122	ADAPTER ECC. 6inch(s)C-6inch(s)SDR35	GPK	102-ON6PK	200	EA	$45.65
123	ADAPTER ECC. 8inch(s)C-8inch(s)SDR35	GPK	102-ON8PK	45	EA	$62.81
124	ADAPTER, PVC FEMALE 3inch(s) SCH 40	Spears	SPEARS 435-030	10	EA	$3.52
125	ADAPTER, PVC FEMALE 4inch(s) SCH 40	Spears	SPEARS 435-040	10	EA	$5.82
126	BEND, 4inch(s) x 45 DEGREE BXB SDR 35	GPK	121-0004	35	EA	$12.46
127	BEND, PVC 90 X 6inch(s) B X S	GPK	124-0006	5	EA	$30.44
128	BEND, PVC 90 X 8inch(s) B x S	GPK	124-0008	5	EA	$82.23
129	BEND, PVC, 22 1/2 X 4inch(s) BXB	GPK	117-0004	70	EA	$12.42
130	BEND, PVC, 22 1/2 X 6inch(s) BXB +	GPK	117-0006	5	EA	$24.49
131	BEND, PVC, 22 1/2 X 4inch(s) BXS	GPK	118-0004	175	EA	$11.83
132	BEND, PVC, 22 1/2 X 6inch(s) BXS	GPK	118-0006	20	EA	$23.25
133	BEND, PVC, 22 1/2 X 8inch(s) BXS	GPK	118-0008	5	EA	$74.53
134	BEND, PVC, 45 X 4inch(s) BXS	GPK	122-0004	550	EA	$11.19
135	BEND, PVC, 45 X 6inch(s) BXS	GPK	122-0006	80	EA	$22.39
136	BEND, PVC, 45 X 8inch(s) BXS	GPK	122-0008	15	EA	$67.54
137	CLEANOUT ADAPTER 4inch(s) FIPT X DWV(H SCH40 GPK327-0004	GPK	327-0004	110	EA	$10.84
138	CLEANOUT ADAPTER 4inch(s) SDR35	GPK	227-0004	375	EA	$5.97
139	CLEANOUT ADAPTER 6inch(s)	GPK	227-0006	20	EA	$28.19
140	CLEANOUT PLUG 3	GPK	228-0003	40	EA	$3.54
141	CLEANOUT PLUG 4inch(s)	GPK	228-0004	600	EA	$3.64
142	CLEANOUT PLUG 6inch(s)	GPK	228-0006	35	EA	$18.24
143	COUPLING, PVC, SEWER, 4inch(s) BXB +	GPK	306-0004	30	EA	$15.39
144	INCREASER-REDUCER, 4X3 PVC DWV	Charlotte Pipe	PVC 102	25	EA	$14.04
145	INSERTA TEE 4inch(s) SDR35 - 8inch(s)DR19	InsertaTee FatBoy	4P26FB8PE19	5	EA	$115.85
146	INSERTA TEE 4inch(s) SDR35 - 8inch(s)DR21	InsertaTee FatBoy	4P26FB8PE21	5	EA	$115.85
147	INSERTA TEE 6inch(s) SDR35 - 8inch(s)DR19	InsertaTee FatBoy	6P26FB8PE19	2	EA	$133.25
148	INSERTA TEE 6inch(s) SDR35 - 8inch(s)DR21	InsertaTee FatBoy	6P26FB8PE21	2	EA	$133.25
149	PIPE POLY TUBING 1 1/2inch(s) X100feet	DRISCOPIPE	5100 POLYETHYLENE	10	RL	$94.00
150	PIPE, POLY TUBING 2inch(s) X 100feet SDR 9, 200 PSI, CTS OD		SDR 9, 200 PSI, CTS OD	35	RL	$148.00
151	PIPE, POLY TUBING 2inch(s), SDR9 300feet/500feet ROLL 200 PSI, CTS OD		200 PSI, CTS OD	275	FT	$444.00

152	PIPE,POLY TRACEABLE 1inch(s) (100feet) 1inch(s) CTS ENDOTRACE 100feet COIL		1inch(s) CTS ENDOTRACE	80	EA	$46.00
153	PIPE,POLY TRACEABLE 2inch(s) (100feet) 2inch(s) CTS ENDOTRACE 100feet COIL		2inch(s) CTS ENDOTRACE	20	EA	$300.00
154	PIPE,POLY TRACEABLE 1inch(s)X200feet ^ 1inch(s) CTS ENDOTRACE 200feet COIL		1inch(s) CTS ENDOTRACE	20	EA	$224.00
155	PIPE,POLY TRACEABLE 2inch(s)X200feet ^ 2inch(s) CTS ENDOTRACE 200feet COIL		2inch(s) CTS ENDOTRACE	20	EA	$600.00
156	REDUCER, 6inch(s)X4inch(s) B X B ECCENTRIC	GPK	GPK 109-0046EEC	15	EA	$48.99
157	REDUCER, 6inch(s)X4inch(s) BXS ECCENTRIC	GPK	GPK 110-0064EEC	25	EA	$23.50
158	REDUCER, 8inch(s)X6inch(s) B X B ECCENTRIC	GPK	GPK 109-0068EEC	10	EA	$76.74
159	REDUCER, 8inch(s)X6inch(s) BXS ECCENTRIC	GPK	GPK 110-0086EEC	20	EA	$71.85
160	WYE PVC 10inch(s) X 4inch(s) BXBXB SDR35	PTI	G3010-4	10	EA	$197.49
161	WYE PVC 10inch(s)X10inch(s)X4inch(s) BXBXB SDR 26	PTI	H3010-4	5	EA	$251.59
162	WYE PVC 10inch(s)X10inch(s)X6inch(s) BXBXB SDR 26	PTI	H3010-6	5	EA	$255.69
163	WYE PVC 45 4X4X4 BXBXB	PTI	G304	225	EA	$21.46
164	WYE PVC 45 4X4X4 BXBXS	PTI	G324	5	EA	$27.81
165	WYE PVC 45 6X6X4 BXBXB	PTI	G306-4	50	EA	$43.49
166	WYE PVC 45 6X6X4 BXBXS	PTI	G326-4	5	EA	$43.49
167	WYE PVC 45 6X6X6 BXBXS	PTI	G326	5	EA	$52.79
168	WYE PVC 45 8X8X4 BXBXB	PTI	G308-4	150	EA	$64.94
169	WYE PVC 45 8X8X4 BXBXS	PTI	G328-4	5	EA	$64.69
170	WYE PVC 45 8X8X6 BXBXB	PTI	G308-6	20	EA	$77.43
171	WYE PVC 45 8X8X6 BXBXS	PTI	G328-6	5	EA	$77.42
172	WYE PVC 45 8X8X8 BXBXB	PTI	G308	15	EA	$134.94
173	WYE PVC 8X8X4inch(s) BXBXB SDR 26	PTI	G308-4	15	EA	$99.44
174	WYE, PVC, 45 6inch(s)x6inch(s)x6inch(s) BxBxB	PTI	G628 ONLY	15	EA	$49.26
175	WYE PVC 12inch(s)X12inch(s)X4inch(s) BXBXB ^ SDR35	PTI	G3012-4	15	EA	$284.00
176	WYE PVC 12inch(s)X12inch(s)X6inch(s) BXBXB ^ SDR35	PTI	G3012-6	5	EA	$293.00
177	WYE PVC 45 8X8X8 BXBXS +	PTI	G328	5	EA	$205.00
178	WYE PVC 8X8X6 BXBXB^ SDR 26	PTI	G308-6	5	EA	$114.29
179	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
180	SECTION D: PVC PIPE - ALL PIPE MUST HAVE: 1) DATE OF MANUFACTURER CLEARLY STAMPED ON PRODUCT, AND A CODE FOR A DATE IS NOT ACCEPTABLE 2) THE DATE MUST NOT BE MORE THAN ONE YEAR OLD 3) NO DISCOLORATION OR SUN DAMAGE ACCEPTABLE BRANDS:JM EAGLE, PIPE LIFE, JET LIFE, NORTHERN PIPE & DIAMOND ONLYPlease explain in supplier note how each line is priced. City prefers block pricing.						
181	PIPE, PVC WATER,12inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	400	JT	$868.80
182	PIPE, PVC, SEWER, 10inch(s)X14feet	Diamond	SDR26	25	JT	$221.90
183	PIPE, PVC, SEWER, 4inch(s)X14feet	Diamond	SDR26	5	JT	$35.42
184	PIPE, PVC, SEWER, 6inch(s)X14feet	Diamond	SDR26	10	JT	$78.68
185	PIPE, PVC, SEWER, 8inch(s)X14feet	Diamond	SDR26	115	JT	$142.38
186	PIPE, PVC, WATER,4inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	10	JT	$116.60
187	PIPE, PVC,WATER, 6inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	115	JT	$234.20
188	PIPE, PVC,WATER, 8inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	400	JT	$403.20
189	PIPE, SEWER 8inch(s) DR21 IPS GRAY HDPE GREEN STRIPE PE^	Diamond	DR21 IPS	30	JT	$264.00
190	PIPE, SEWER 8inch(s)X40feet DR19 IPS GRAY HDPE GREEN STRIPE PE^	Diamond	DR19 IPS	10	JT	$264.00
191	PIPE, WATER 12inch(s)X40feet DR11 IPS GRAY HDPE	Diamond	DR11 IPS	5	JT	$836.00

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192	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
193	SECTION E: WATER METER BOXES, SEWER BOXES ; Meter boxes shall be furnished with the lid included.					
194	BOX WATER METER 34-A SHORT 18inch(s) WIDE X 14inch(s) DEEP	BASS&HAYS	34A	500	EA	$168.39
195	BOX, VALVE BASE	Tyler Union	6850-15B	200	EA	$103.19
196	BOX, WATER METER 34-B LONG	BASS&HAYS	34B	85	EA	$182.44
197	BOX, WATER METER 55A	BASS&HAYS	55A	80	EA	$467.49
198	BOX,METER PLASTIC inch(s)SEWERinch(s) MARKED SEWER	BASS&HAYS	P34-P14D	375	EA	$183.69
199	BOX,VALVE,TOP SECTION 16inch(s)	Tyler Union	T-16	10	EA	$204.51
200	BOX,WTRMETER 548A 18inch(s) HIGH THESE METER BOXES NEED TO BE 18inch(s) HIGH ONLY	BASS&HAYS	548A	65	EA	$461.06
201	SPRING, METER BOX LID	BASS&HAYS	BSPRING50	50	EA	$5.83
202	BOX, METER PLASTIC ROUND 34-A	BASS&HAYS	P34P18D w/ LID 3LIDP-1	600	EA	$170.69
203	BOX, METER PLASTIC ROUND 548A	BASS&HAYS	P548P18D w/ LID 5LIDP-1	250	EA	$356.69
204	BOX, METER PLASTIC ROUND 55-A	BASS&HAYS	P55P18D w/ LID 5LIDP-1	100	EA	$370.69
205	BOX, B1324 CHRISTY CONCRETE + TFC RATED H20 CONC W/ STL FRM	Old Castle	B1324	5	EA	$840.99
206	BOX, B1730 CHRISTY CONCRETE + TFC RATED H20 CONC W/ STL FRM	Old Castle	B1730	5	EA	$1,359.99
207	EXTENSION, 12inch(s) B1324 CHRISTY+ 12inch(s) CONCRETE EXT FOR B1324 BOX	Old Castle	B1324-EXT	5	EA	$206.00
208	EXTENSION, 12inch(s) B1730 CHRISTY+ 12inch(s) CONCRETE EXT FOR B1730 BOX	Old Castle	B1730-EXT	5	EA	$343.00
209	LID, B1324 CHRISTY W/ READER + TRAFFIC RATED H20 DMND PLT	Old Castle	B1324-LID-R	5	EA	$448.99
210	LID, B1730 CHRISTY W/ READER + TRAFFIC RATED H20 DMND PLT	Old Castle	B1730-LID-R	5	EA	$881.69
211	BOX, LID SEWER PLASTCLID ONLY	BASS & HAYS	3-LID2-1	5	EA	$58.44
212	BOX, WATER METER LID 34A/B+LID ONLY	BASS & HAYS	3-LIDP-1	5	EA	$34.40
213	BOX, WATER METER LID 55A&548A+LID ONLY	BASS & HAYS	5-LIDP-1	5	EA	$84.59
214	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
215	SECTION F: MANHOLE LIDS, RINGS, AND RISERS ; Steel adjustment risers shall be furnished with set screws included.					
216	MANHOLE, LID 30inch(s) B&H # 1480 A (SANITARY SEWER)	BASS&HAYS	1480A	65	EA	$335.00
217	MANHOLE RING 30inch(s) B&H # V1420 RG	BASS&HAYS	V1420	65	EA	$289.00
218	MANHOLE, LID 300-24 B&H SANITARY SEWER COV. 300-24	BASS&HAYS	300-24SAN	10	EA	$290.00
219	MANHOLE, LID SAN SWR 400-24 B&H# 40024C10 LID	BASS&HAYS	400-24SAN	25	EA	$358.00
220	MANHOLE, RISER 300X24 2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 2X	5	EA	$508.00
221	MANHOLE, RISER 300X24 4inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 4X	5	EA	$823.00
222	MANHOLE, RISER 300X24 6inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 6X	5	EA	$923.00
223	MANHOLE, RISER 400X24 1 1/2 BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 1.5X	5	EA	$651.00
224	MANHOLE, RISER 400X24 1inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 1X	15	EA	$651.00
225	MANHOLE, RISER 400X24 2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 2X	5	EA	$682.00
226	MANHOLE, RISER 400X24 2 3/4inch(s) + BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 2.75X	5	EA	$721.00
227	MANHOLE, RISER 300X24 2 1/2inch(s) + BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 2.5X	5	EA	$556.00

228	MANHOLE, RISER 400X24 3inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 3X	5	EA	$682.00
229	MANHOLE, RISER 400X24 4inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 4X	5	EA	$814.00
230	MANHOLE, RISER 400X24 6inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 6X	20	EA	$896.00
231	MANHOLE, RISER 300X24 1 1/2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 1.5X	5	EA	$508.00
232	MANHOLE, RING 400-24 BASS&HAYS# 40024RO	BASS&HAYS	BH400-24 RING	20	EA	$356.00
233	MANHOLE, 1inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 1X	10	EA	$655.00
234	MANHOLE, 1.5inch(s) RISER 30inch(s) W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 1.5X	10	EA	$655.00
235	MANHOLE, 2inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 2X	10	EA	$697.00
236	MANHOLE, 3inch(s) RISER 30inch(s) W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 3X	5	EA	$697.00
237	MANHOLE, 4inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 4X	5	EA	$790.00
238	MANHOLE, 6inch(s)RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 6X	5	EA	$919.00
239	MANHOLE, LID COMPOSITE 30inch(s) LOCKING CAP-ONE-30	Cap One	CAP-ONE-30	5	EA	$1,953.00
240	MANHOLE, LID COMPOSITE 24inch(s) BOLT DOWN CAP-ONE-24	Cap One	CAP-ONE-24	5	EA	$1,312.00
241	HAMMER, MANHOLE LID EXTRACTORMARY A# 5865425	BASS&HAYS	Mary A 5865425	10	EA	$290.69
242	MANHOLE ADAPTER, 10inch(s) CONCRETE MANHOLE GASKET			5	EA	$18.20
243	MANHOLE ADAPTER, 12inch(s) CONCRETE MANHOLE GASKET			5	EA	$20.64
244	MANHOLE ADAPTER, 6inch(s) CONCRETE MANHOLE GASKET			5	EA	$11.09
245	MANHOLE ADAPTER, 8inch(s) CONCRETE MANHOLE GASKET			5	EA	$14.69
246	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
247	SECTION G: FIRE HYDRANTS, EXTENSIONS AND REPAIR KITS					
248	HYDRANT, COLLISION REPAIR KITFOR U.S. PIPE M-94, OEM ONLY	Mueller	M-94 TRK	5	EA	$386.21
249	HYDRANT MAIN VALVE KIT - OLD MUELLER #280367 - OEM ONLY	Mueller	280367	5	EA	$1,008.33
250	HYDRANT MAIN VALVE KIT > 1997 MUELLER 280359, OEM ONLY	Mueller	280359	10	EA	$967.36
251	HYDRANT,MAIN VALVE KIT,WTROUS WATEROUS# WB-67-250, OEM ONLY	Waterous	K-537-A	5	EA	$447.89
252	HYDRANT,MAIN VALVE KIT, US P FOR US PIPE M-94, OEM ONLY	Mueller	M-94 MVK	5	EA	$1,141.24
253	EXTENSION, HYDRANT 24inch(s) - NEW MUELLER (OEM ONLY) A320-020	Mueller	A320-020	5	EA	$595.00
254	HYDRANT 2inch(s) 3feetBURY 2.5 NOZZLE MUELLER MA411LAOLM ONLY	Mueller	MA411LAOL	5	EA	$2,015.00
255	HYDRANT EXTENSION 12inch(s)OEM ONLY MUELLER A320-010, HRP37/A423	Mueller	A320-010	10	EA	$455.00
256	HYDRANT EXTENSION 6inch(s)NEW STYLE MUELLER #A-320-006, OEM ONLY	Mueller	A320-006	5	EA	$395.00
257	HYDRANT HOSE NOZZLE GASKET	Mueller	290272	5	EA	$3.06
258	HYDRANT PUMPER NOZZLE GASKET	Mueller	192345	5	EA	$11.06

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259	HYDRANT REPAIR KIT NEW >1975 MUL#A301-01HYD REP PT#HRPI-301	Mueller	A301-01	15	EA	$215.00
260	HYDRANT REPAIR KIT-BREAK FLNG WATEROUS #K528, OEM ONLY	Waterous	K-528	10	EA	$195.00
261	STEM UPPER STEEL (feet95+ HYD) + MUELLER A-11(KIT) -MA11OL	Mueller	A-11 KIT	5	EA	$255.00
262	HYDRANT, FIRE 3.5feet BURY MUELLER MA423LAOLNDEN	Mueller	A423	5	EA	$2,580.00
263	HYDRANT, FIRE 4feet BURY	Mueller	A423	5	EA	$2,640.00
264	HYDRANT, FIRE 5feet BURY	Mueller	A423	40	EA	$2,765.00
265	HYDRANT,REPAIR KIT - PRE 1974 MUELLER-HRPI-301-00, OEM ONLY	Mueller	A301-00	5	EA	$215.00
266	WRENCH, FIRE HYDRANT	Reed	HWB-02283	30	EA	$25.00
267	HYD MAIN VALVE REPAIR KIT M&H+	M&H	Style 129	10	EA	$145.00
268	HYD TRAFFIC REPAIR KIT M&H +	M&H	Style 129	10	EA	$385.00
269	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
270	SECTION H: BELL JOINT LEAK CLAMPS FORD BRAND ONLY					
271	CLAMP, 6inch(s) BELL JOINT LEAK	FORD	FBC-710	5	EA	$230.76
272	CLAMP, 8inch(s) BELL JOINT LEAK	FORD	FBC-930	5	EA	$319.20
273	CLAMP, 10inch(s) BELL JOINT LEAK	FORD	FBC-1140	5	EA	$400.16
274	CLAMP, 12inch(s) BELL JOINT LEAK	FORD	FBC-1350	5	EA	$434.08
275	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
276	SECTION I: REPAIR CLAMPS ETC.					
277	CLAMP FULL CIRCLE 10inch(s) X 16inch(s) WITH ALLOY BOLTS	PowerSeal	3121W-16	5	EA	$274.00
278	CLAMP FULL CIRCLE 10inch(s) X 7.5inch(s)	PowerSeal	3121W-75	5	EA	$140.00
279	CLAMP FULL CIRCLE 8.5-15inch(s) W/WW	Ford	F1-894-15	20	EA	$207.00
280	CLAMP, FULL CIRCLE 1.5inch(s)X7.5	Ford	F1-215-75	5	EA	$68.00
281	CLAMP FULL CIRCLE 1.5inch(s)X 15inch(s)	Ford	F1-215-15	5	EA	$102.00
282	CLAMP FULL CIRCLE 12inch(s) X 7.5inch(s)	Ford	F1-1350-75	10	EA	$158.00
283	CLAMP, FULL CIRCLE 12inch(s)X20inch(s)	Ford	F1-1350-15	15	EA	$418.00
284	CLAMP FULL CIRCLE 16inch(s)X12inch(s)	PowerSeal	312216C120AA-SB	5	EA	$510.00
285	CLAMP, FULL CIRCLE 16inch(s)X20	PowerSeal	312216C200AA-LB	5	EA	$819.00
286	CLAMP FULL CIRCLE 2inch(s) X 15inch(s)	Ford	F1-263-15	20	EA	$119.00
287	CLAMP FULL CIRCLE 2inch(s) X 7.5inch(s)	Ford	F1-263-75	25	EA	$58.00
288	CLAMP FULL CIRCLE 4inch(s) X 15inch(s)	Ford	F1-514-15	20	EA	$152.00
289	CLAMP FULL CIRCLE 4inch(s) X 7.5inch(s)	Ford	F1-514-75	15	EA	$77.00
290	CLAMP FULL CIRCLE 6inch(s) X 15inch(s)	Ford	F1-696-15	85	EA	$173.00
291	CLAMP FULL CIRCLE 6inch(s) X 7.5inch(s)	Ford	F1-724-75	60	EA	$91.00
292	CLAMP FULL CIRCLE 8inch(s) X 7.5inch(s)	Ford	F1-939-75	35	EA	$106.00
293	CLAMP FULL CIRCLE 8inch(s)x15inch(s)8inch(s) cast iron pipes=OD of 9.05inch(s)	Ford	F1-939-15	50	EA	$207.00
294	CLAMP,FULL CIRCLE RPR ,12inch(s)X15 ROMAX OD 14.00-14.40	Romac	171-145015000	5	EA	$316.00
295	CLAMP FULL CIRCLE RPR 12inch(s)X12inch(s)^ ROMAC CL1-1450-12	Romac	171-145012000	5	EA	$254.00
296	CLAMP FULL CIRCLE RPR 12inch(s)X12inch(s)^ W/ 1inch(s) CC OUTLET	Romac	171-145012410	5	EA	$290.00
297	CLAMP, 14inch(s) TRANS, RPR LONG + FORD F2-1700-72 20inch(s) L	Ford	F2-1700-20	15	EA	$819.50
298	CLAMP, 14inch(s) TRANS, RPR SHORT + FORD F2-1700-32 10inch(s) L	Ford	F2-1700-10	15	EA	$495.00
299	CLAMP, 18inch(s) TRANSITE, REPAIR + FORD F2-2145-75 20inch(s) L	Ford	F2-2145-20	15	EA	$901.07
300	CLAMP, LEAK 2inch(s) X 6inch(s)	Smithblair	229-00023807-000	1	EA	$122.00
301	CLAMP,REPAIR,1 1/2inch(s)	Smith Blair	245-000-19003-000	5	EA	$47.00
302	CLAMP, REPAIR,1/2inch(s)	Smith Blair	245-0008406-000	5	EA	$89.00

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303	CLAMP,REPAIR,1inch(s)	PowerSeal	3151W	15	EA	$45.00
304	CLAMP,REPAIR,2inch(s)	PowerSeal	3151W	5	EA	$52.00
305	CLAMP,REPAIR,3/4inch(s)	PowerSeal	3151W	10	EA	$43.00
306	CLAMP, TAP 2inch(s)X1inch(s) TAP	PowerSeal	3131020080AD	5	EA	$90.82
307	CLAMP, TAP S.S.6inch(s)X1inch(s) TAP	Smith Blair	239-00069007-009	5	EA	$127.00
308	CLAMP, TAP S.S.8inch(s)X1inch(s) TAP	Smith Blair	239-00090507009	5	EA	$143.00
309	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
310	SECTION J: FLANGE PKS/MJ GLAND PKS, MEG-A-LUG GLAND PACKS ; Flange hardware sets shall be hex bolts conforming to ANSI/AWWA C111/A21.11-7 standards. ; Mechanical Joint hardware sets shall be T-bolts conforming to ANSI/AWWA C111/A21.11-7 standards.					
311	BOLT/GASKET SET-12inch(s) FLANGE PK	White Rhino	BNGFP-12	10	EA	$26.96
312	BOLT/GASKET SET-4inch(s) FLANGE PK	White Rhino	BNGFP-4	10	EA	$9.95
313	BOLT/GASKET SET-6inch(s) FLANGE PK	White Rhino	BNGFP-6	70	EA	$13.66
314	BOLT/GASKET SET-8inch(s) FLANGE PK	White Rhino	BNGFP-8	35	EA	$15.70
315	GASKET FULLFACE RED RUB 4	White Rhino		5	EA	$1.88
316	GASKET FULLFACE RED RUB 8	White Rhino		5	EA	$3.21
317	GASKET, METER 1.5inch(s) X 1/8inch(s) OVAL BLK RUBBER 2-BOLT, WHITE RHINO	White Rhino		85	EA	$1.19
318	GASKET, METER 2inch(s) X 1/8inch(s) OVAL BLK RUBBER 2-BOLT, WHITE RHINO	White Rhino		275	EA	$1.60
319	GLAND KIT M.J. 12inch(s)	Tyler/STAR	MJ-12	5	EA	$107.80
320	GLAND KIT M.J. 10inch(s)	Tyler/STAR	MJ-10	5	EA	$83.41
321	GLAND KIT M.J. 3inch(s)	Tyler/STAR	MJ-3	10	EA	$24.40
322	GLAND KIT M.J. 4inch(s)	Tyler/STAR	MJ-4	10	EA	$34.62
323	GLAND KIT M.J. 6inch(s)	Tyler/STAR	MJ-6	30	EA	$51.93
324	GLAND KIT M.J. 8inch(s)	Tyler/STAR	MJ-8	30	EA	$69.24
325	GLAND LESS KIT M.J. 12inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-12	5	EA	$48.79
326	GLAND LESS KIT M.J. 6inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-6	20	EA	$31.48
327	GLAND LESS KIT M.J. 8inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-8	10	EA	$35.42
328	MACRO COUPLING, XL, DI, 12 ROMAC OR EQUAL, 13.15-14.40	Romac	260-1440851	5	EA	$717.17
329	HYMAX GRIP COUPLING 10inch(s)	Hymax	890-56-10270-16	20	EA	$615.43
330	HYMAX GRIP COUPLING 12inch(s)	Hymax	890-56-12322-16	20	EA	$724.55
331	HYMAX GRIP COUPLING 6inch(s)	Hymax	890-56-06165-16	20	EA	$375.39
332	HYMAX GRIP COUPLING 8inch(s)	Hymax	890-56-08216-16	20	EA	$484.83
333	MACRO COUPLING, XL, DI, 10inch(s) ROMAC , 11.00inch(s)-11.65inch(s)	Romac	260-1220851	20	EA	$544.74
334	MACRO COUPLING, XL, DI, 4inch(s)	Romac	260-0560851	20	EA	$263.56
335	MACRO COUPLING, XL, DI, 6inch(s) ROMAC , 6.62-7.40	Romac	260-0760851	20	EA	$347.81
336	MACRO COUPLING, XL, DI, 8inch(s) ROMAC, 8.63-9.57	Romac	260-0975851	20	EA	$393.86
337	MEG-A-LUG GLAND KIT 10inch(s) DOUBLE DUTY DI PIPE & C900	Tyler Union	TufGrip-TDW-10	10	EA	$126.56
338	MEG-A-LUG GLAND KIT 12inch(s) 2012PV/STARGRIP 4000,C-900	Tyler Union	TufGrip-TDW-12	225	EA	$182.14
339	MEG-A-LUG GLAND KIT 16inch(s) DI EBBA, CL52	Tyler Union	TufGrip-TDW-16	20	EA	$283.01
340	MEG-A-LUG GLAND KIT 4inch(s) C-900 2004PV / 200VPEC / E2004PEC	Tyler Union	TufGrip-TDW-4	45	EA	$59.78
341	MEG-A-LUG GLAND KIT 6inch(s) C-900 HUGHES # 2006PEC/STARGRIP 4000	Tyler Union	TufGrip-TDW-6	410	EA	$76.13
342	MEG-A-LUG GLAND KIT 8inch(s) C-900 IND#E2008PTC/STARGRIP 4000	Tyler Union	TufGrip-TDW-8	325	EA	$102.28
343	MEGA FLANGE, REST ADAPT 3inch(s)	EBBA	2103	10	EA	$72.74
344	MEGA FLANGE, REST ADAPT 4inch(s)	EBBA	2104	10	EA	$93.11

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345	MEGA FLANGE, REST ADAPT 6inch(s)	EBBA	2106	10	EA	$136.72
346	O-RING, VITON 1	Spears	V-215	10	EA	$24.71
347	O-RING, VITON 2	Spears	V-330	10	EA	$16.21
348	PLUG, GRIPPER MECH 3	Cherne	270-237	30	EA	$5.67
349	PLUG, GRIPPER MECH 4	Cherne	270-296	100	EA	$6.96
350	PLUG, GRIPPER MECH 6	Cherne	270-261	30	EA	$18.82
351	PLUG, GRIPPER MECH 8inch(s)	Cherne	270-288	20	EA	$32.76
352	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
353	SECTION K: BRASS TAPPING SADDLES All water service saddles shall conform to ANSI/AWWA C800 standards. Unless otherwise noted in the					
354	SADDLE TAP,BRAS,6inch(s)X1inch(s)	FORD	202B-750-CC4	40	EA	$107.72
355	SADDLE TAP,BRASS,4inch(s)X1inch(s)	FORD	202B-540-CC4	5	EA	$91.47
356	SADDLE TAP,BRASS,4inch(s)X2inch(s)	FORD	202B-540-CC7	5	EA	$116.18
357	SADDLE TAP,BRASS,8inch(s)X1inch(s)	FORD	202B-962-CC4	185	EA	$133.37
358	SADDLE,TAP,10inch(s)X1inch(s) BRASS	FORD	202B-1212-CC4	5	EA	$165.22
359	SADDLE,TAP,12inch(s)X1inch(s) BRASS	FORD	202B-1438-CC4	60	EA	$193.40
360	SADDLE,TAP,12inch(s)X2inch(s) BRASS	FORD	202B-1438-CC7	45	EA	$222.12
361	SADDLE,TAP,16inch(s)X2inch(s) BRASS	FORD	202B-1840-CC7	5	EA	$572.13
362	SADDLE,TAP,8inch(s)X2inch(s) BRASS	FORD	202B-962-CC7	15	EA	$153.01
363	SADDLETAP,BRASS,6inch(s)X2inch(s)	FORD	202B-750-CC7	15	EA	$135.41
364	SADDLE,TAP,16inch(s)X1inch(s) BRASS +	FORD	202B-1840-CC4	2	EA	$490.41
365	SADDLE,TAP,20inch(s)X1inch(s) BRASS +	FORD	202B-2220-CC4	2	EA	$652.97
366	SADDLE,TAP,20inch(s)X2inch(s) BRASS +	FORD	202B-2220-CC7	2	EA	$652.97
367	SADDLE,TAP,10inch(s)X2inch(s) BRASS	FORD	202B-1212-CC7	1	EA	$194.93
368	SADDLE, TAP, BRASS, 18inch(s)X2	FORD	202B-2050-IP7	1	EA	$634.70
369	SADDLE, TAP, BRASS, 24inch(s)X1inch(s)	FORD	202B-2650-CC4	1	EA	$765.92
370	SADDLE,TAP,16inch(s)X1inch(s) CONC CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	36200198809000	1	EA	$168.80
371	SADDLE,TAP,16inch(s)X2inch(s) CONC CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	362001198815000	1	EA	$168.80
372	SADDLE,TAP 20inch(s)X1inch(s) CONCRTE CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	36224309000	1	EA	$192.68
373	SADDLE,TAP 20inch(s)X2inch(s) CONCRTE CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	362243815000	1	EA	$192.68
374	SADDLE, WYE FLEXIBLE 4inch(s)	Fernco	TSW-4	125	EA	$49.97
375	SADDLE, WYE FLEXIBLE 6inch(s)	Fernco	TSW-6	25	EA	$64.14
376	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
377	SECTION L: STAINLESS STEEL TAPPING SLEEVES Romac, Smith Blair, and Power Seal Brands Only - NO FORD					
378	SLEEVE, TAPPING 4inch(s)X4inch(s) SS FL	Romac	SSTIII-5.00 X 4-SS FLG	10	EA	$827.00
379	SLEEVE, TAPPING 6X6 SS FLG	Romac	SSTIII-7.30 X 6-SS FLG	10	EA	$852.00
380	SLEEVE, TAPPING 8inch(s)X4inch(s) SS FL	Romac	SSTIII-9.45 X 4-SS FLG	10	EA	$847.00
381	SLEEVE, TAPPING 8inch(s)X6inch(s) SS FL	Romac	SSTIII-9.45 X 6-SS FLG	15	EA	$917.00
382	SLEEVE, TAPPING 8inch(s)X 8inch(s) SS FL	Romac	SSTIII-9.45 X 8-SS FLG	10	EA	$1,121.00
383	SLEEVE, TAPPING 10inch(s)X6inch(s) SS FL	Romac	SSTIII-11.45 X 6-SS FLG	5	EA	$985.00
384	SLEEVE, TAPPING 10inch(s)X8inch(s) SS FL	Romac	SSTIII-11.45 X 8-SS FLG	10	EA	$1,292.00
385	SLEEVE, TAPPING 10inch(s)X10inch(s) SS FL	Romac	SSTIII-11.45 X 10-SS FLG	5	EA	$1,891.00
386	SLEEVE, TAPPING 12inch(s)X4inch(s) SS FL	Romac	SSTIII-13.56 X 4-SS FLG	5	EA	$1,093.00
387	SLEEVE, TAPPING 12inch(s)X6inch(s) SS FL	Romac	SSTIII-13.56 X 6-SS FLG	10	EA	$1,210.00
388	SLEEVE, TAPPING 12inch(s)X8inch(s) SS FL	Romac	SSTIII-13.56 X 8-SS FLG	10	EA	$1,476.00
389	SLEEVE TAPPING 12inch(s)X12inch(s) SS FL	Romac	SSTIII-13.56 X 12-SS FLG	5	EA	$2,141.00
390	SLEEVE, TAPPING 16inch(s)X6inch(s) SS FL	Romac	SSTIII-17.80 X 6-SS FLG	5	EA	$1,752.00
391	TAPPING SLEEVE, 16inch(s)X8inch(s) SS FL	Romac	SSTIII-17.80 X 8-SS FLG	5	EA	$1,904.00
392	SLEEVE, TAPPING 16inch(s)X12inch(s) SS FL	Romac	SSTIII-17.80 X 12-SS FLG	5	EA	$2,611.00
393	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
394	SECTION M: GATE VALVES, BALL VALVES, STOPS ; Acceptable water service valve manufacturers are: Mueller, Ford, MacDonald, Jones.					
395	ANGLE BALL VALVE 2inch(s), FLNG-PJ	Mueller	P24276-550N	40	EA	$237.49

396	STOP, ANGLE METER 1inch(s) I.P.	Mueller	H14265-330N	20	EA	$44.28
397	STOP, ANGLE METER 1inch(s) P.J.	Ford	BA43-44W-NL	300	EA	$114.80
398	STOP, ANGLE METER 3/4inch(s) I.P	Mueller	H14265-215N	35	EA	$28.90
399	STOP, ANGLE METER 3/4inch(s) P.J.	Mueller	H14258-215N	30	EA	$38.77
400	STOP, ANGLE METER 3/4inch(s)X1inch(s) P.J	Ford	KV43-332W	15	EA	$38.77
401	STOP, CORP. 1inch(s)PJ W/LOCKNUT	Ford	F1000-4-NL	350	EA	$49.38
402	STOP, CORP. 2inch(s) (CC x FIP)	Ford	F1600-7-NL	50	EA	$218.94
403	STOP, CORP. 2inch(s) (CC x CTS PJ)	Ford	FB1000-7-NL	30	EA	$231.45
404	STOP, CORP. 3/4inch(s) CC-PJ	Mueller	P15008-250N	15	EA	$32.60
405	STOP, CURB 1inch(s) I-I	Mueller	B20200-330N	20	EA	$82.74
406	STOP, CURB 1inch(s) PJ-IP	Mueller	P25170-330N	145	EA	$92.13
407	STOP, CURB 3/4inch(s) I-I	Mueller	B20200-250N	25	EA	$54.02
408	STOP, CURB. 3/4inch(s) PJ-I	Ford	B41-333W	100	EA	$60.78
409	VALVE FL-MJ 12inch(s) NON THREADED	Mueller	A2361-19-12 OL	5	EA	$2,272.59
410	VALVE FL-MJ 6inch(s)	Mueller	A2361-19-6 OL	60	EA	$758.00
411	VALVE FL-MJ 8inch(s)	Mueller	A2361-19-8 OL	20	EA	$1,184.49
412	VALVE GATE FL 4inch(s) W/NUT	Mueller	A2361-6-4 OL	3	EA	$588.84
413	VALVE GATE FL 4inch(s) W/WHEEL	Mueller	A2361-6-4 HW OL	3	EA	$588.84
414	VALVE GATE FL 8inch(s) W/O ACCESS	Mueller	A2361-6-8 OL	20	EA	$1,230.07
415	VALVE GATE FL X MJ 16inch(s)	Mueller	A2361-19-16 OL	2	EA	$7,983.83
416	VALVE GATE FL X MJ 4inch(s) L/ACC	Mueller	A2361-19-4 OL	3	EA	$567.02
417	VALVE GATE 2inch(s)W/NUT I-I,THREAD	Mueller	A2362-8-2 OL	5	EA	$362.77
418	VALVE GATE 1 1/2inch(s)	Nibco	T113-1-1/2	20	EA	$166.57
419	VALVE GATE 2inch(s)-BRASS NIBCO	Nibco	T113-2	15	EA	$200.34
420	VALVE GATE FL. 3inch(s) W/WHEEL	Mueller	A2361-19-3 OL	5	EA	$526.94
421	VALVE GATE MJ 16inch(s) W/O ACCESS	Mueller	A2361-23-16 OL	10	EA	$7,983.83
422	VALVE GATE MJ 12inch(s) W/O ACCESS	Mueller	A2361-23-12 OL	20	EA	$2,381.84
423	VALVE GATE MJ 4inch(s) W/O ACCESS	Mueller	A2361-23-4 OL	10	EA	$594.28
424	VALVE GATE MJ 6inch(s) W/O ACCESS	Mueller	A2361-23-6 OL	45	EA	$758.00
425	VALVE GATE MJ 8inch(s) W/O ACCESS.	Mueller	A2361-23-8 OL	35	EA	$1,207.25
426	VALVE, BALL 1 1/2inch(s) FIP-FIP	Mueller	B20200-500N	10	EA	$168.60
427	VALVE, BALL 2inch(s) FIP-FIP	Mueller	B20200-550N	60	EA	$245.48
428	VALVE, BALL 3/4-3/4 FL-IP	Mueller	B25166-250N	5	EA	$63.44
429	VALVE, BALL METER 1.5inch(s)	Mueller	P24276-500N	10	EA	$239.41
430	VALVE, BALL METER 2inch(s)	Mueller	P24335-550N	15	EA	$313.42
431	VALVE TAPPING 12inch(s) W/O ACCESS.	Mueller	T2361-19-12 OL	5	EA	$3,579.12
432	VALVE TAPPING 4inch(s) W/O ACCESS.	Mueller	T2361-19-4 OL	3	EA	$749.72
433	VALVE TAPPING 6inch(s) W/O ACCESS.	Mueller	T2361-19-6 OL	5	EA	$1,058.53
434	VALVE TAPPING 8inch(s) W/O ACCESS.	Mueller	T2361-19-8 OL	5	EA	$1,571.18
435	VALVE, CHECK DOUBLE 2inch(s)	Watts	2-LF-007-M1-QT	20	EA	$517.62
436	BACKFLOW PREVENTER, RPZ 2inch(s)	Zurn	975XL3	20	EA	$725.00
437	REPAIR KIT, 2inch(s) RPZ BACKFLOW +	Zurn	WRK114-975XLC	20	EA	$150.00
438	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
439	SECTION N: METER RESETTERS Acceptable water service resetter manufacturers are: Mueller, Ford, Jones.					
440	RESETTER COPPER 3/4inch(s)	Ford	V42-7W	500	EA	$112.67
441	RESETTER COPPER 5/8inch(s)X 3/4	Mueller	234H-1404	5	EA	$100.67
442	RESETTER,COPPER, 1inch(s)X10inch(s)	Ford	V44-10W	10	EA	$219.03
443	RESETTER,COPPER, 1-1/2inch(s) X 13Flanged Key valve on inlet, flanged Ell on outlet	Ford	V46-13	10	EA	$1,398.95
444	RESETTER, COPPER, 1 1/2 X 18inch(s)	Ford	V46-18	1	EA	$1,398.95
445	RESETTER,COPPER, 2inch(s) X 12Flanged Key valve on inlet, flanged Ell on outlet	Ford	V47-12	10	EA	$1,544.88
446	RESETTER,COPPER, 2 X 18inch(s)	Mueller	106B2424N	2	EA	$1,544.88
447	RESETTER, COPPER 12inch(s)	Ford	V42-12W	10	EA	$122.03
448	RESETTER, COPPER 15inch(s)	Ford	V42-15W	5	EA	$127.84
449	CORP, 1500 5/8inch(s)X3/4inch(s) SAMPLE STATION WATER PLUS	WaterPlus Corp	1500 5/8inch(s) x 3/4inch(s)	15	EA	$778.95

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450	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
476	SECTION R: MISCELLANEOUS INVENTORY					
477	CHLORINE, GRANULAR, 100 LBS	Dryrtec	72304	115	DR	$377.78
478	CLAMP, SNAP, 51inch(s) STANLEY ROBERTS #SC-248/SC-258	Stanley Roberts	SC-258	550	EA	$5.66
479	DEODORANT LIQUID LONG-GON TEXAS NTL# S5086Q / AC6440-12	Fresh Products	BioConqueror 105	45	EA	$400.00
480	ENCASEMENT POLY 29 X 200feet 29DW1WP / D29200PWF812	White Rhino		15	RL	$121.16
481	ENCASEMENT,POLY 52inch(s)X200feet HDPE 4 MIL, HDPE	White Rhino		5	EA	$205.56
482	ENCASEMENT,POLY 52inch(s)X200feet LDPE 8 MIL, LDPE	White Rhino		5	EA	$205.56
483	GASKET, RAM NEK FLEXIBLE 42inch(s) 1.5inch(s)X42inch(s), RM 101 (20/CA)	RamNek	RM-101	130	EA	$83.34
484	GASKET, 1/8inch(s) T, 48inch(s) ROLL F# DRRRG48A			3	RL	$853.34
485	GASKET, BLK EPDM 4feet x 50feet ROLL F# EGWH9855			3	RL	$1,348.89
486	HACH IRON REAGENT POWDERPILLOW 5ML (100 PK)	Hach	92799	20	EA	$28.86
487	HACH PDP POWDER PILLOWS DPD4 (TOTAL)10ML 1000/PACK	Hach	2105628	20	EA	$249.38
488	HOSE, SEWER FLUSH 3/4inch(s) X 600feet BARCO PIRANHA HP-12 (BLUE)	Piranha	HPB-12	5	EA	$2,237.08
489	INFLOW DEFENDER, HDPE 24 POLYETHYLENE PRIME HDPE 250			85	EA	$61.12
490	INFLOW DFNDR MAX, 30inch(s) POLYCARB INFLOW DEFENDER			20	EA	$77.78
491	INSERT STIFFENER 1inch(s) STAINLESS S WHITE RHINO	Proselect	PSISCG	1		$0.95
492	INSERT STIFFENER 1 1/2inch(s) JONES J2808, 2.562inch(s),528706J	Jones	J2805	40	EA	$1.74
493	INSERT STIFFENER 2inch(s) JONES J2808, 2.562inch(s),528707J	Jones	J2808	300	EA	$1.79
494	LUBE, PIPEinch(s)EASE-ONinch(s) 8 LB, BK ONLY	Ease-On	8LB BK	200	BK	$41.06
495	MARKER UTILITY (SEWER MANHOLE) CARSONITE 6884-CSM	Carsonite	6884-CSM	50	EA	$21.39
496	MARKER UTILITY (WATER VALVE) ITEM#CTFM062008-CWV116	Carsonite	CWV116	10	EA	$21.39
497	MARKER WATER PIPELINE ITEM#CTFM062008-CW112	Carsonite	CW112	20	EA	$21.39
498	MARKER, FLAG PURPLE 4inch(s)X 5inch(s)X18inch(s) NO SCREEN PRINT, 100/BUNDLE		P4518PP	20	BN	$10.00
499	MARKER, FLAG BLUE (100/BN) P451-SCREENED W/ WHITE inch(s)W		P4521BE3035	70	BN	$10.00
500	MARKER, FLAG GREEN 4inch(s)X 5inch(s)X 21 P451-GREEN, 100/BN		P4521G	40	BN	$10.00
501	OCTOCRETE/RS PATCH CEMENT 50LB ICM SYSTEMS/RAPID SETTNG PATCH	Octocrete	RS Patch	250	DR	$250.00
502	PAINT ALUMINUM - HYDRANT FLYNT 1 GALLON	Flynt	Aluminum	15	EA	$56.48
503	PAINT, SAFETY BLUE -HYDRANT FLYNT 1 GALLON	Flynt	Blue	15	EA	$61.18
504	PAINT, WHITE PRIMER - HYDRANT FLYNT 1 GALLON	Flynt	White Primer	15	EA	$55.30
505	PIPE COMPOUND SEAL RECTORSEAL#5 SLOWDRY,SOFTSET	Rectorseal	#5	20	QT	No Bid

506	PUMP UTILITY W/6feet HOSE BECKSON MODEL #136PF6	Beckson	136PF6	40	EA	$50.67
507	PUMP, 2/3 HP SUBMERSIBLE TSURUMI LB-480-62 ONLY	Tsurumi	LB-480-62	30	EA	$404.58
508	PUMP, SUMP & EFFLUENT 1 HP ZOELLER 140-0002 N140	Zoeller	140-0002	10	EA	$1,137.15
509	ROOT KILLER - ROOTX ROOTX ONLY, 2 LB JAR	Rootx	2lb Jar	30	EA	$140.00
510	SEALANT, SEALGUARD II 12A-12B TUBES, SGRE12 12/CA	Sealguard	SealGuardII	12	EA	$650.00
511	SEALER MANHOLE MITSUBISHI ADEKA P201 (24/CA)	Adeka	P201A	50	EA	$86.32
512	SEALER, inch(s)FOAMinch(s) RISER 28OZ/24CA M-1 ADHESIVE, CRETEX#98050	ChemLink	M-1 Adhesive	10	EA	$26.67
513	SLEEVE, QUICK LOCK 10inch(s) STRAIGHT QL HG 6472	Quick Lock	HG 6472	10	EA	No Bid
514	SLEEVE, QUICK LOCK 12inch(s) STRAIGHT QL HG 6473	Quick Lock	HG 6473	5	EA	No Bid
515	SLEEVE, QUICK LOCK 6 STRAIGHT QL HG 6470	Quick Lock	HG 6470	20	EA	No Bid
516	SLEEVE, QUICK LOCK 8 STRAIGHT QL HG 6471	Quick Lock	HG 6471	20	EA	No Bid
517	TIGER TAIL 3feet, W/ ROPE CLAMP AND CUFFS	TigerTail	A123030003A	10	EA	$247.00
518	TUBE, SIGHT 2inch(s) X 24inch(s) CLEAR READER #240	Clear Reader	240	15	EA	$41.99
519	VITA-D-CHLOR TABLETS 140/BK INTEGRA CHEMICAL CO	Integra Chem	Vita-D-Chlor-Tablets	10	BK	$634.95
520	VITA-D-CHLOR GRANULAR 25KG PLASTIC PAIL, INTEGRA CHE CO	Integra Chem	Vita-D-Chlor-Granular	10	BK	$879.95
521	WASHER, METER 3/4inch(s)X1/16inch(s)(100)^ BLK FIBER RND, WESTERMN(100/B)	White Rhino		20	BC	$0.12
522	WASHER METER 3/4inch(s)X1/8inch(s)(100/BG) BLK RUBBER, ROUND, WHITE RHINO	White Rhino		45	BC	$0.08
523	WASHER, METER 1inch(s)X1/8inch(s) (100/BG) BLK RUBBER, ROUND, WHITE RHINO	White Rhino		20	BC	$0.10
524	WIRE, TRACEABLE, 10AWG ENDOTRACE WIRE	Endotrace	10AWG	8	EA	$80.00
525	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%

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.**

Core & Main LP

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

_____ _____
Signature of vendor doing business with the governmental entity Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

Acomplete 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) Alocal 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 moregifts that have an aggregate valueof 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) Avendor 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, ora 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) submitsto 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: CE5CA080-B562-4965-B8A6-1249FF1CD720
Status: Sent
Subject: Please DocuSign: City Council Contract 8788 Water & Wastewater Inventory-Contract (Core & Main)
Source Envelope:
Document Pages: 43
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Ginny Brummett
901B Texas Street
Denton, TX 76209
Ginny.Brummett@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
6/30/2025 10:16:39 AM
Holder: Ginny Brummett
Ginny.Brummett@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Ginny Brummett ginny.brummett@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: 6/30/2025 10:27:33 AM Viewed: 6/30/2025 10:27:42 AM Signed: 6/30/2025 10:27:57 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	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/30/2025 10:27:59 AM Viewed: 6/30/2025 12:00:48 PM Signed: 6/30/2025 12:02:44 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior 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: 198.49.140.10	Sent: 6/30/2025 12:02:46 PM Viewed: 6/30/2025 12:03:09 PM Signed: 6/30/2025 12:04:41 PM
John Thompson John.Thompson@coreandmain.com Sales Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/5/2020 1:23:27 PM ID: e95ebc40-0193-47a7-8159-eea6a5b7bf52	DocuSigned by: John Thompson 3B913E4F604A458... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:15:1a12::1 Signed using mobile	Sent: 6/30/2025 12:04:43 PM Viewed: 6/30/2025 5:47:43 PM Signed: 6/30/2025 5:48:35 PM

Signer Events	Signature	Timestamp
Jessica Williams Jessica.jWilliams@cityofdenton.com Chief Financial Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  8E9AFB49EC4C49C... Signature Adoption: Pre-selected Style Using IP Address: 208.115.85.156 Signed using mobile	Sent: 6/30/2025 5:48:39 PM Viewed: 7/1/2025 9:27:28 AM Signed: 7/1/2025 9:27:41 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: 7/1/2025 9:27:44 AM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Lauren Thoden lauren.thoden@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: 6/30/2025 10:27:59 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 7/1/2025 9:27:44 AM Viewed: 7/1/2025 10:10:26 AM

Carbon Copy Events	Status	Timestamp
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		
Keith Kading Keith.Kading@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/27/2025 5:01:21 PM ID: 1160e000-86d1-4e3b-8bfb-d946e1f160ba		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2025 10:27:33 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.

Docusign Envelope ID: D1650639-A511-4B20-8EB8-C98C37A2CB76

Docusign City Council Transmittal Coversheet

RFP	8788
File Name	Water & Wastewater Inventory (Metron Farnier)
Purchasing Contact	Ginny Brummett
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Docusign Envelope ID: D1650639-A511-4B20-8EB8-C98C37A2CB76

CONTRACT BY AND BETWEEN CITY OF DENTON, TEXAS AND METRON FARNIER, LLC (Contract #8788)

THIS CONTRACT is made and entered into this date _____, by and between Metron Farnier, LLC. a Colorado limited liability company whose address is 5665 Airport Blvd., Boulder, CO 80301, hereinafter referred to as "Contractor," 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

Contractor shall provide products in accordance with the City's RFP #8788 Water & Wastewater Inventory, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. 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) City of Denton's RFP 8788 (the "Solicitation") **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Contractor's Proposal ("Contractor's Offer") **(Exhibit "E")**;
(f) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "F")**

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 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.*** 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 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains

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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 Contract.*** 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 Contract, 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 this 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

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 Contract, 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 Contract and will not become ineligible to receive payments under this Contract 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 2275, 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 Contract in the year and day first above written.

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CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
BY: Marcella Lunn
4B070831B4AA438...

CONTRACTOR

Signed by:
BY: Paul W. Vince
D0206F2738C3485...
AUTHORIZED SIGNATURE

Printed Name: Paul W. Vince

Title: VP-Legal

603-892-4951
PHONE NUMBER

paul.vince@metron-us.com
EMAIL ADDRESS

2025-1294802
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

Signed by:
Jessica Williams
9E9AEB40EC4C48C...
SIGNATURE

Jessica Williams
PRINTED NAME

Chief Financial Officer
TITLE

Finanace
DEPARTMENT

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Exhibit A
Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Product Changes During Contract Term

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the contractor's expense. Products that have been installed will be replaced at the contractor's expense.

3. Authorized Distributor

The Contractor shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Contractor 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. The Contractor'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.

5. Price Escalation and De-escalation

On Contractor's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8%

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limit per year. The Contractor should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

Metron Farnier, LLC is awarded as the only contractor for Section Q of RFP 8788, which Section Q only is awarded by this Contract for the supply of Q-Metron Farnier Meters and Repair Parts. Pricing shall be per Exhibit E attached. The cumulative contract spend for all sections for primary and secondary contractors for contract 8788 shall not exceed $12,000,000.00.

7. Delivery Lead Time

Product or services shall be delivered to the City per the days/weeks noted in Exhibit E after receipt of the order.

8. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined

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above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

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Exhibit B
City of Denton's RFP #8788

On File at the Office of the Purchasing Agent

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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 and accepts the deliverables.

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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 City shall have the right to designate what method of transportation shall be used to ship the deliverables. 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. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such 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.

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A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
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

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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 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.

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.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or

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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 (15^{th}) 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 payment under this Contract unless required to be retained for longer under applicable law, have

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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, material supplier, or other payee 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, material supplier, or other payee 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

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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**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the

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U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.
A. Recycled deliverables shall be clearly identified as such.
B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, 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.
F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

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.
A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.
B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

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, (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, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

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 ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) 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,

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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.

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 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 perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or

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perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. 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" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING 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. 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 Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the

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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. 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**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE**

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RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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 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**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon

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delivery of such deliverables to the City or at such other time as the City may request.
C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

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 Denon 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

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solicitation as defined in the City's Ethic 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, 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. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

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

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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 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

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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 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.

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58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
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. 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.

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iv. “End product” means those articles, materials, and supplies to be acquired under the contract for public use.
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:** 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.

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66. **ATTORNEY'S FEES; LEGAL COSTS:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

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 to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, 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 financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

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to all books, records and documents 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. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

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
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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8788 Water & Wastewater Inventory
Exhibit E

Line #	Description	Mfgr	Mfgno	QTY	UOM	Metron Farnier Unit
469	SECTION Q: Water Meters - Single Jet. Metron Farnier ONLY.					
470	UME SPECTRUM 175, 3inch(s) TOPW/REG/TOUCH PAD METRON# RK175D	Metron Farnier	RK175D	20	EA	$1,094.50
471	METER, WATER,SINGLE JET, S175+S175EM-3G/MF-STR-3/MF-AMR-TPP	Metron Farnier	S175-3	10	EA	$2,695.00
472	METER, WATER SNGL JET,S500-3inch(s)+S500D-MSR3,T2I8INTTPP,T2I8MH6D	Metron Farnier	S500-4	5	EA	$3,495.00
473	METER, WATER,SNGL JET,S260-4inch(s)+S260EM-4-G/MF-STR-4/MF-AMR-TPP	Metron Farnier	S260-4	5	EA	$3,495.00
474	METER, WATER,SINGLE JET, S440S440-4-G/MF-STR-4/MF-AMR-TPP	Metron Farnier	S440-4	5	EA	$4,495.00
475	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%

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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.**

Metron Farnier, LLC

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

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

3 **Name of local government officer about whom the information 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 [X] No

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

[ ] Yes [X] 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 [X] No

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

4 [X] **I have no Conflict of Interest to disclose.**

5 Signed by: Paul W. Vince D0206F2733CC4B5...

Signature of vendor doing business with the governmental entity

6/5/2025

Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of 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: D1650639-A511-4B20-8EB8-C98C37A2CB76
Status: Sent
Subject: Please DocuSign: City Council Contract 8788 Water & Wastewater Inventory (Metron Farnier)
Source Envelope:
Document Pages: 33
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Ginny Brummett
901B Texas Street
Denton, TX 76209
Ginny.Brummett@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
5/19/2025 12:20:00 PM
Holder: Ginny Brummett
Ginny.Brummett@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Ginny Brummett ginny.brummett@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: 5/19/2025 12:26:12 PM Viewed: 5/19/2025 12:26:20 PM Signed: 5/19/2025 12:26:35 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: 198.49.140.10	Sent: 5/19/2025 12:26:38 PM Viewed: 5/19/2025 1:27:57 PM Signed: 5/19/2025 1:28:30 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior 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: 198.49.140.10	Sent: 5/19/2025 1:28:37 PM Viewed: 5/19/2025 1:32:14 PM Signed: 6/5/2025 8:41:39 AM
Paul W. Vince Paul.Vince@metron-us.com VP-Legal Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/5/2025 8:46:17 AM ID: 642fca36-66c5-49d4-a73a-82394b7c63f5	Signed by: Paul W. Vince D0206F2733CC4B5... Signature Adoption: Pre-selected Style Using IP Address: 185.238.231.208	Sent: 6/5/2025 8:41:43 AM Viewed: 6/5/2025 8:46:17 AM Signed: 6/5/2025 8:49:02 AM

Signer Events	Signature	Timestamp
Jessica Williams Jessica.jWilliams@cityofdenton.com Chief Financial Officer Security Level: Email, Account Authentication (None)	Signed by:  8E9AFB49EC4C49C... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/5/2025 8:49:06 AM Viewed: 6/5/2025 9:16:45 AM Signed: 6/5/2025 10:41:01 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)		Sent: 6/5/2025 10:41:04 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Lauren Thoden lauren.thoden@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)	COPIED	Sent: 5/19/2025 12:26:38 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/5/2025 10:41:04 AM Viewed: 7/1/2025 10:15:59 AM
Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
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		
Keith Kading Keith.Kading@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/27/2025 5:01:21 PM ID: 1160e000-86d1-4e3b-8bfb-d946e1f160ba		
Collin Baxter collinb@metronfarnier.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/11/2025 11:38:26 AM ID: d087fccf-c812-41ff-940f-d2e0a8dcebaa		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2025 12:26:12 PM
Envelope Updated	Security Checked	5/20/2025 5:01:50 PM
Envelope Updated	Security Checked	5/20/2025 5:01:51 PM
Envelope Updated	Security Checked	5/20/2025 5:01:51 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.

File #: ID 25-1249, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute this Sixth Amendment to a Tower/Ground Lease Agreement with New Cingular Wireless PCS, LLC, successor in interest to AT&T Mobility Texas, LLC and to execute additional amendments as needed and within the limitations set out herein; providing for a severability clause; and providing for an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services, Real Estate**

DCM: **Cassandra Ogden**

DATE: **July 22, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute this Sixth Amendment to a Tower/Ground Lease Agreement with New Cingular Wireless PCS, LLC, successor in interest to AT&T Mobility Texas, LLC and to execute additional amendments as needed and within the limitations set out herein; providing for a severability clause; and providing for an effective date.

BACKGROUND

The City of Denton owns and leases unused space on its radio tower and adjacent ground space located in McKenna Park. For many years the City has leased space on the tower and tower grounds to various private wireless communications companies who provide services to the citizens of Denton. These companies utilize the leased space to host their communications equipment.

On June 18, 2002, the City entered into a Tower/Ground Lease Agreement with Cingular Wireless PCS, LLC (now d/b/a New Cingular Wireless PCS, LLC, successor in interest to AT&T Mobility Texas, LLC) ("New Cingular"), which allowed the placement of wireless facilities on the McKenna Park Tower, and on the ground adjacent to the tower ("Cingular Tower/Ground Lease"). Occasionally, technology changes drive the need to swap out equipment that may have become obsolete. The Cingular Tower/Ground Lease has been amended five times since 2002: January 6, 2009, July 15, 2014, and October 18, 2016, October 18, 2017, and August 6, 2019 to allow New Cingular to add or replace existing wireless equipment with newer equipment within the existing leased space. In 2017 the lease was also amended to add five 5-year automatic renewal options and annual 3% rent increases.

The currently proposed Sixth Amendment to Tower Ground Lease Agreement is consistent with prior approved amendments to add or update equipment within the existing leased space and provides for updated insurance coverages as recommended by Risk Management. The ordinance also includes delegation language to allow for City Manager authority to execute amendments that are needed due to changes in state law, city policies, and ministerial changes that do not affect the size of the leased area or decrease the rental payments thereunder.

OPTIONS

1. Approve proposed ordinance
2. Decline to approve proposed ordinance

RECOMMENDATION

Staff recommends approval of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
None.

FISCAL INFORMATION
N/A

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Location Map
Exhibit 3 – Ordinance
Exhibit 4 – "Exhibit A" Amendment

Respectfully submitted:
Deanna Cody, Deputy Director
Development Services-Real Estate

Prepared by:
Mark Mastroleo
Real Estate Specialist

6th AMENDMENT TO CELL TOWER LEASE- NEW CINGULAR WIRELESS

LOCATION MAP



MCKENNA PARK

THOMAS STREET @ SCRIPTURE STREET

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE THIS SIXTH AMENDMENT TO A TOWER/GROUND LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, SUCCESSOR IN INTEREST TO AT&T MOBILITY TEXAS, LLC AND TO EXECUTE ADDITIONAL AMENDMENTS AS NEEDED AND WITHIN THE LIMITATIONS SET OUT HEREIN; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Denton owns a radio tower located at McKenna Park primarily for City use ("McKenna Park Tower"); and

WHEREAS, the City has leased unused space both on the McKenna Park Tower and ground space adjacent to the same to privately held wireless communication companies; and

WHEREAS, on June 18, 2002, the City entered into a Tower/Ground Lease Agreement with Cingular Wireless PCS, LLC (now d/b/a New Cingular Wireless PCS, LLC, successor in interest to AT&T Mobility Texas, LLC) ("New Cingular"), which allowed the placement of wireless facilities on the McKenna Park Tower, and on the ground adjacent to the tower ("Cingular Tower/Ground Lease"); and

WHEREAS, the Cingular Tower/Ground Lease has been amended five times since 2002: January 6, 2009, July 15, 2014, and October 18, 2016, and October 18, 2017, and August 6, 2019 to allow New Cingular to replace existing wireless equipment with newer equipment within the existing leased space; and

WHEREAS, Ordinance 2017-302 authorized the City Manager to administratively execute future amendments to tower leases when said amendments seek only to change the type of equipment being used within the existing leased space, and provided that the lessee provides satisfactory evidence that the structural integrity of the tower would not be affected, and the City's use of the tower would not be interfered with; and

WHEREAS, prior amendments to the Cingular Tower/Ground Lease have updated the number and/or the type of equipment being allowed on the tower or on the ground and have not changed any other terms or conditions of the respective leases including the term of the lease, the compensation to the City, the area utilized on the tower or the ground, or the impact on the structural integrity of the tower; and

WHEREAS, the currently proposed amendment, attached hereto as Exhibit "A", provides

for updated insurance coverages, and is consistent with prior approved amendments to add or update equipment within the existing leased space; and

WHEREAS, Lessee has provided evidence satisfactory to the City that neither the structural integrity of the tower nor the City's use of the tower is negatively affected; and

WHEREAS, the City Council finds it is in the public interest to update the equipment and insurance requirements for the Tower/Ground Lease Agreement with Cingular Wireless PCS, LLC; 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 City Manager, or their designee, is authorized, without further authority, guidance, or direction from the Council, to execute this Sixth Amendment to Tower/Ground Lease Agreement with Cingular Tower Wireless PCS, LLC, and is further authorized to carry out the rights and duties of the City under the amendment.

SECTION 3. The City Manager, or their designee, is authorized without further authority, guidance, or direction from the Council, to execute future amendments with Cingular Tower Wireless PCS, LLC to comply with changes in state law, City policy, and ministerial changes that do not affect the size of the leased area or decrease the rental payments thereunder.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council declares that it would have ordained such remaining portions despite any such invalidity, and such remaining portion shall remain in full force and effect.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded motion to approve this ordinance was made by _____, the ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Market: RNTX
Cell Site Number: DXL06057
Cell Site Name: SCRIPTURE/THOMAS
Fixed Asset Number: 10025474

SIXTH AMENDMENT TO TOWER/GROUND LEASE AGREEMENT

THIS SIXTH AMENDMENT TO TOWER/GROUND LEASE AGREEMENT dated as of the latter of the signature dates below, is by and between City of Denton, Texas, a Texas Municipal Corporation, having a mailing address of 215 E. McKinney Street, Denton, TX 76201 ("**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Lessee**").

WHEREAS, Lessor and Lessee (or its predecessor in interest) entered into a Tower/Ground Lease Agreement dated June 18, 2002, as amended by Amendment No.1 to Tower/Ground Lease Agreement dated January 6, 2009, as amended by the Second Amendment to Tower/Ground Lease Agreement dated July 17, 2014, as amended by the Third Amendment to Tower/Ground Lease Agreement dated October 18, 2016, as amended by the Fourth Amendment to Tower/Ground Lease Agreement dated October 18, 2017, as amended by the Fifth Amendment to Tower/Ground Lease Agreement dated August 6, 2019 (hereinafter, collectively the "**Agreement**") , whereby Lessor leased to Lessee certain Leased Premises, therein described, that are a portion of the Property ("**Property**") located at 500 Thomas Street, Denton, Texas; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional generator equipment;

WHEREAS, Lessor and Lessee desire, in their mutual interest, wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Equipment.** Exhibit A to the Tower/Ground Lease, as amended by the Fifth Amendment, is deleted in its entirety and replaced with the Exhibit (A-6/site plan) attached hereto and made a part of the Agreement.

2. **Generator.** Lessee shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the Premises Area, including without limitation a

concrete pad and generator thereon, including back-up power supply. Lessee shall have the right to access the Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Lessee, and Lessee shall have the right to remove or modify it at any time. Lessee shall repair any damage to the Property and surrounding parkland to the same or better condition prior to installation of the generator.

3. **No Additional Rent.** The parties agree that no additional rent shall be due from Tenant to Landlord hereunder.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Sixth Amendment, the terms of this Sixth Amendment shall control. Except as expressly set forth in this Sixth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Sixth Amendment. The rights granted to Lessee herein are in addition to and not intended to limit any rights of Lessee in the Agreement.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

6. **Insurance Requirements.** Lessee agrees to carry all risk property insurance on a one-hundred percent (100%) replacement cost basis covering loss or damage to all facilities and improvements located on the Property, either as a part of this Agreement or erected by the Lessee subsequent to this Agreement. Covered perils shall include Fire, Extended Coverage, and Vandalism & Malicious Mischief. Under no circumstances shall the Lessor be liable for any damages to fixtures, merchandise, or personal property of the Lessee or its sub-lessees. The Lessor will be shown as a joint loss payee, as their interest may appear. Lessee self-insures this risk.

7. **Construction Insurance.** Prior to the commencement of any installation, Lessee shall carry and maintain, or endeavor to require Lessee's contractor to purchase and maintain, until final completion and acceptance of all work, insurance coverage written by companies with an A.M. Best rating of at least A-VII eligible to provide insurance by the State of Texas and in the following types and amounts:

   i **Workers' Compensation** within the regulations of the Texas Workers' Compensation Act. The policy limits for Employers Liability are:

      1 Bodily Injury by Accident: $100,000 Each Accident
      2 Bodily Injury by Disease: $100,000 Each Employee
      3 Bodily Injury by Disease: $500,000 Policy Limit

ii **Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a combined single limit for bodily injury (including death) and property damage limit of $1,000,000 each accident.

iii **Commercial General Liability Insurance** including, Leased Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with combined bodily injury (including death) and property damage limits of $1,000,000 per occurrence, $1,000,000 products/completed operations aggregate, $2,000,000 general aggregate. The policy shall include coverage extended to apply to products/completed operations and Explosions, Collapse and Underground (XCU) hazards.

iv **All Risk Builder's Risk Insurance**, if the project involves complete construction of new buildings, or, **Installation Floater**, if the project involves materials and supplies needed for additions, renovations or remodeling of an existing building, with an insured value equal to 100% of replacement cost, if Builder's Risk, or 100% of the contract cost, if Installation Floater. Lessee self-insures this risk.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Sixth Amendment on the dates set forth below.

LESSOR	**LESSEE**
City of Denton, Texas, a Texas Municipal Corporation	New Cingular Wireless PCS, LLC, A Delaware limited liability company By: AT&T Mobility Corporation Its: Manager
By: _____	By: _____
Print Name:	Print Name: Leigh Ann Dodson
Its:	Its: Area Manager - RE&C NTX Network Ops
Date: _____	Date: 5/8/25

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)
I CERTIFY that on _____ _____, 20___, _____ [name of representative] personally came before me and acknowledged under oath that he or she:
(a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
(b) was authorized to execute this instrument on behalf of the corporation and
(c) executed the instrument as the act of the corporation.

_____
Notary Public: _____
My Commission Expires: _____

LESSEE ACKNOWLEDGEMENT

STATE OF Texas)
)ss:
COUNTY OF Dallas)

On the 8th day of May, 2025 before me personally appeared Leigh Ann Dodson, and acknowledged under oath that he or she is the Area Manager of New Cingular Wireless PCS, LLC, the LESSEE named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Limited Liability Company.

KATHLEEN MEZA
Notary Public, State of Texas
Comm. Expires 02-23-2026
Notary ID 129720890

Kathleen Meza
Notary Public: _____
My Commission Expires: 2/23/26

EXHIBIT A-6

Attached are the following documents:

1. **Legal Description of Facility**
2. **Tower Elevation**
3. **Site Plan**
4. **List of Equipment**

Legal Description of the Property

Being a 0.0791 Acre Tract of Land situated in the City of Denton, and being out of the ROBERT BEAUMONT SURVEY, Abstract No. 31, Denton County, Texas, and being part of a called 18.0 acre tract of land described to the City of Denton by warranty deed as recorded in Volume 358, Page 559 of the Deed Records of Denton County, Texas and being more particularly described as follows:

COMMENCING the Southeast corner of said City of Denton tract of land now commonly known as McKenna Park;

THENCE North with the west right of way line OF Thomas Road for a distance of 459.78 feet to a corner;

THENCE East departing said west right of way line for a distance 169.72 feet to a metal corner for the PLACE OF BEGINNING;

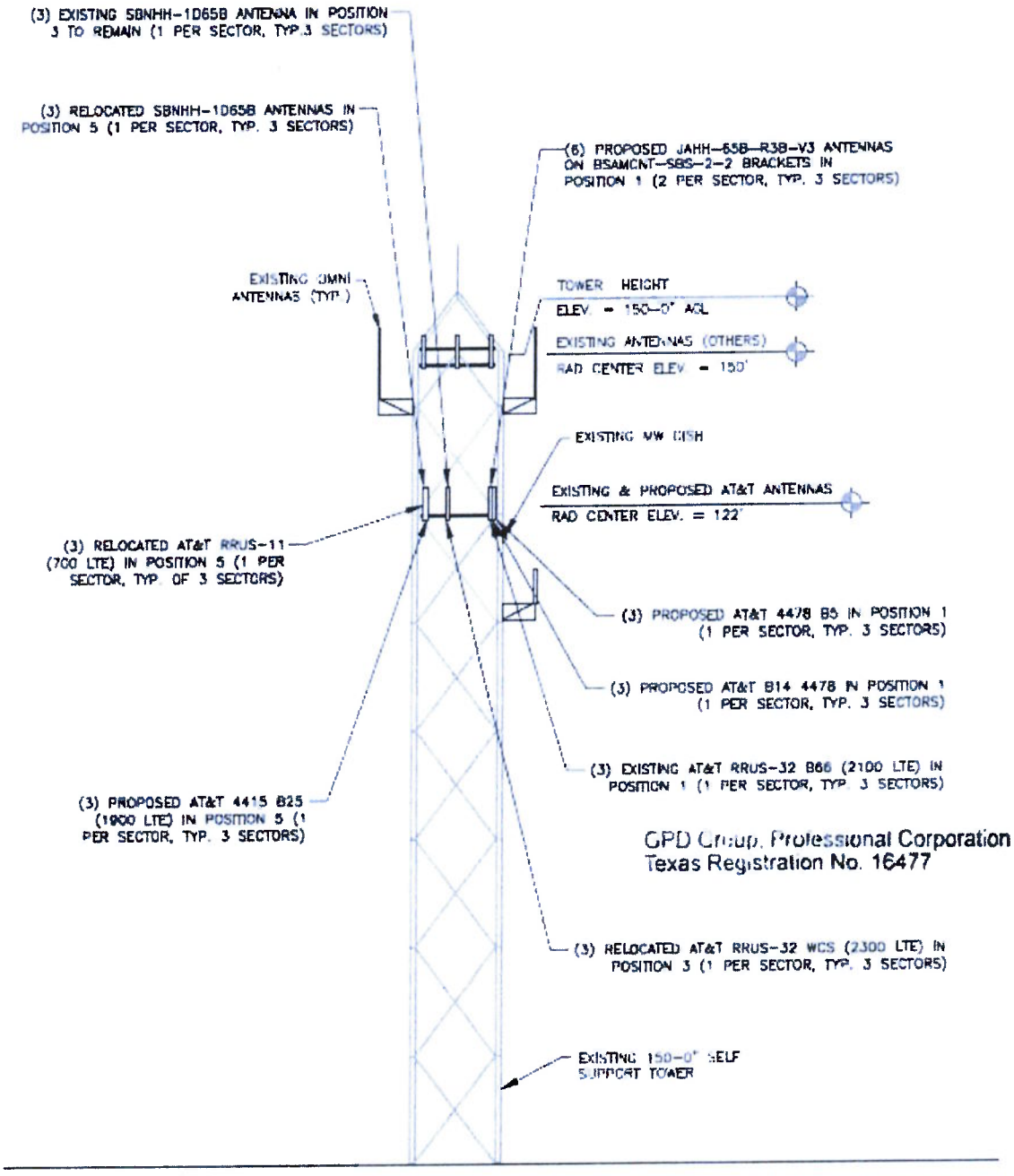
THENCE North 89 degrees 08 minutes 33 seconds West for a distance of 98.47 feet to metal corner post for corner;

THENCE North 00 degrees 51 minutes 27 seconds East for a distance of 35.00 feet for corner;

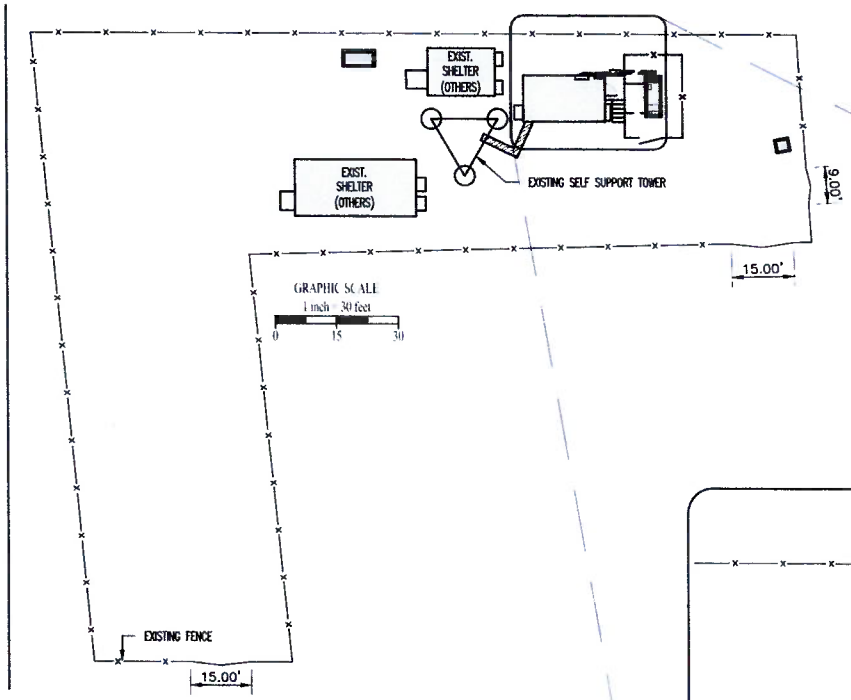
THENCE South 89 degrees 08 minutes 33 seconds East for a distance of 98.47 feet for corner;

THENCE South 00 degrees 51 minutes 27 seconds West for a distance of 35.00 feet to PLACE OF BEGINNING and CONTAINING 3446 square feet of land or 0.0791 acre of land.

Tower Elevation



500



SCOPE OF WORK NOTES

GENERAL:
- VERIFY LOCATION OF ALL EQUIPMENT ON SITE.
- NEW GENERAC 30KW DIESEL GENERATOR PROVIDED BY GENERAL DYNAMICS AND INSTALLED BY GENERAL CONTRACTOR.
- NEW CONCRETE PAD PROVIDED AND INSTALLED BY GENERAL CONTRACTOR (AS REQUIRED). SEE S-1.
- NEW AUTOMATIC TRANSFER SWITCH PROVIDED BY GENERAL DYNAMICS AND INSTALLED BY CONTRACTOR (AS REQUIRED)
- CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- INSTALL GENERATOR MOUNTED EMERGENCY STOP. ALTERNATE LOCATION FOR EMERGENCY STOP IS ADJACENT TO ATS.
- CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

CONDUITS:
- INSTALL PULL STRING IN EACH CONDUIT.
- (1) NEW 2" CONDUIT WITH CONDUCTORS TO RUN FROM NEW GENERATOR TO NEW ATS. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1.
- (1) NEW 1" CONDUIT WITH CONDUCTORS TO RUN FROM NEW GENERATOR TO AC PANEL FOR GENERATOR BLOCK HEATER AND BATTERY HEATER/CHARGER. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE SHEET E-1.
- (2) NEW 1" CONDUITS FOR START CIRCUIT AND ALARM CABLING. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE SHEET E-1.
- AFTER INTERCEPTING MAIN POWER FEED BEHIND PRIMARY DISCONNECT, ROUTE MAIN POWER FEED TO NEW ATS, THEN INTEGRATE NEW ATS INTO MAIN AT&T POWER SOURCE. SEE SHEET E-1.
- CONNECT NEW ATS TO TELCO/ALARM BOARD. SEE SHEET E-1.

GROUNDING:
- NEW EXOTHERMIC CONNECTION FROM EXISTING GROUND RING TO NEW MECHANICAL CONNECTION AT GENERATOR CHASSIS. GENERAL CONTRACTOR TO VERIFY LOCATION IN FIELD. LOCATE GROUND RODS NO MORE THAN 16'-0" APART.

H-FRAME:
- PROVIDE NEW H-FRAME IF REQUIRED, MATCH EXISTING H-FRAME MATERIAL FOR CONSTRUCTION OF NEW H-FRAME.
- USE ALL GALVANIZED COMPONENTS, WHITE PLASTIC CAPS ON UNI-STRUTS, WEATHER CAPS ON TOPS OF PIPE AND CONCRETE.
- SUPPORTS BELOW FROST LINE.
- TOP OF FOOTING SHOULD BE AT LEAST 2" ABOVE EXISTING GROUND LEVEL.
- SLOPE THE GROUND AWAY FROM THE H-FRAME FOR POSITIVE WATER DRAINAGE OFF OF THE FORM.

N

CONSTRUCTION LEGEND

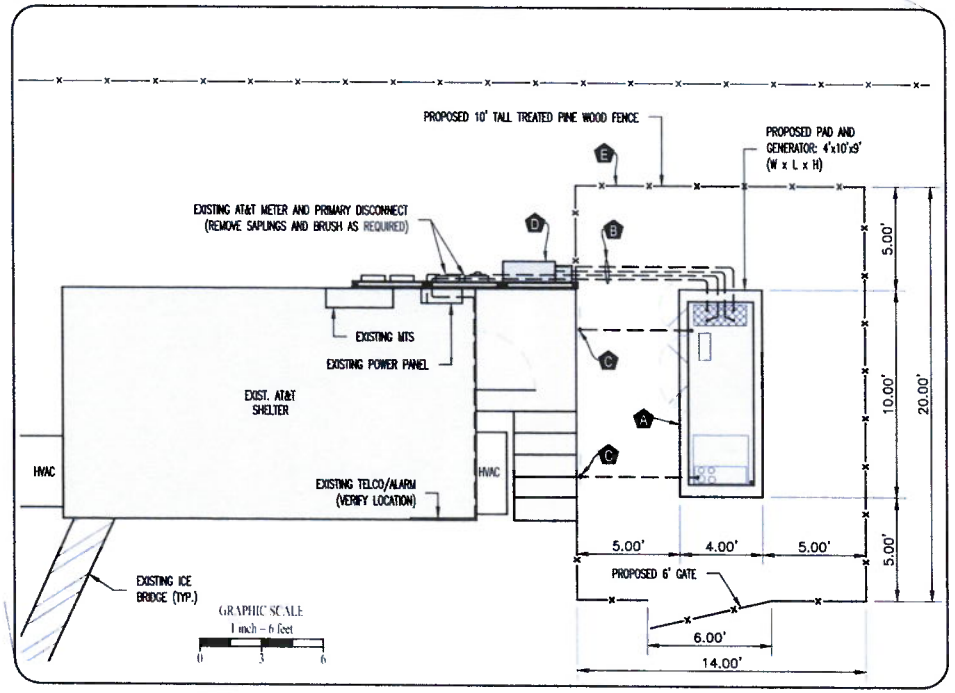
A. INSTALL GENERAC 30KW DIESEL GENERATOR ON NEW RAISED CONCRETE PAD PER MANUFACTURER'S SPECIFICATIONS. INSTALL GENERATOR MOUNTED EMERGENCY STOP. ALTERNATE LOCATION FOR EMERGENCY STOP IS ADJACENT TO ATS.

B. PROPOSED AT&T UNDERGROUND ELECTRICAL SERVICE & CONTROLS FROM GENERATOR TO ATS AND EXISTING AT&T EQUIPMENT. SEE SHEET E-1. LOCATE EXISTING UTILITIES & GROUND RING.

C. 2 – #2 AWG BARE TINNED GROUND WIRE TO EXISTING SITE GROUND RING. GROUND GENERATOR PER MANUFACTURER'S RECOMMENDATIONS. SEE SHEET D-1.

D. INSTALL AUTOMATIC TRANSFER SWITCH (ATS) AND CAMLOCK ON NEW H-FRAME EXTENSION. REMOVE SAPLINGS AND BRUSH AS REQUIRED.

E. INSTALL 10' TALL TREATED PINE WOOD FENCE WITH GATE.



at&t

GENERAL DYNAMICS
Wireless Services
12906 SHELBYVILLE ROAD, STE. 230
LOUISVILLE, KY 40243
502-653-6963

BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveyors
PO Box 5 318 North Main Street
Huntingburg, Indiana 47542
Phone: (812) 683-3049

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
1	MOVE GEN / ATS	1/31/24	MCB
2	CHANGE GEN TYPE	5/13/24	MCB
3	MOVE GEN	10/15/24	MCB
4	NOTES A-1	10/24/24	MCB
5	MOVE GEN / ADD FENCE	12/2/24	MCB
6	MOVE GEN / REVISE FENCE	12/10/24	MCB

STATE OF TEXAS
DANIEL SCOTT BORDENET
126055
LICENSED
PROFESSIONAL ENGINEER

CERTIFICATE OF REGISTRATION UNDER BORDENET CONSULTING, LLC. REGISTRATION NUMBER F-18788. 8902 AUBECK CT., INDPLS., IN 46256. 317-840-6532.

SCRIPTURE/THOMAS

FA#: 10025474
USID: 55794

500 THOMAS STREET
DENTON, TX 76201

GENERATOR UPGRADE

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

SHEET NAME:

SITE PLAN

SHEET NO.: A-1

REVISION NUMBER: 6

List of Equipment

FINAL EQUIPMENT LIST
PROPOSED EQUIPMENT IS BOLDED

Antennas: (12)
- (6) SBNHH-1D65B
- (6) JAHH-65B-R3B-V3

RRUs: (18)
- (3) RRUS-11 B12 (700 LTE)
- (3) RRUS-4478 B5 (850 LTE)
- (3) RRUS-4415 B25 (1900 LTE)
- (3) RRUS-32 B30 (2300 WCS LTE)
- (3) RRUS-32 B66 (2100 AWS LTE)
- (3) RRUS-4478 B14 (700 LTE)

Squids & Diplexers: (3)
- (2) DC6-48-60-18-8F
- (1) DC5-48-60-18-8C

Fiber: (2)
- (2) 1/2" FIBER TRUNK (18 PAIR)

Cables: (9)
- (5) 7/8" DC POWER
- (1) 7/8" DC POWER
- (3) 3/8" RET CONTROL

Coax: (6)
- (6) 7/8" COAX

Generator: (1)
- **(1) GENERAC / SD030**

File #: ID 25-1266, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, Texas, authorizing the City Manager to execute an agreement by and between the City of Denton, Texas, and Hunter Ranch Improvement District No. 1 for installation and maintenance of enhanced street signs and poles within Hunter Ranch Improvement District No. 1; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

CM/DCM/ACM: Cassey Ogden

DATE: July 22, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, authorizing the City Manager to execute an agreement by and between the City of Denton, Texas, and Hunter Ranch Improvement District No. 1 for installation and maintenance of enhanced street signs and poles within Hunter Ranch Improvement District No. 1; and providing an effective date.

BACKGROUND

Hunter Ranch is a 3,167-acre master-planned development west of I-35 West and east of Robson Ranch. The development is located within the city limits and is designated as a Master Planned Community District under the Denton Development Code.

Hunter Ranch is seeking to install decorative and non-standard street signs to create a unique sense of place within the Landmark development. The District would be required to install and maintain all signage and, while the proposed signage is different than the City standard, the signage must comply with the Manual on Uniform Traffic Control Devices (MUTCD) standards. The City's Transportation Division and Street Operations have reviewed the proposed signs and determined they do not pose a safety hazard.

The Agreement may be terminated in whole or in part by the District or the City upon thirty days written notice on the following conditions:

a. If the District fails to meet the obligations to cure, the City can exercise termination, and the District will bear the cost and responsibility of converting the enhanced street signage and poles back to City standards.
b. If the City terminates for any other reason, the City will bear the cost and responsibility of the maintenance of the enhanced street signage and poles or converting back to City standards.
c. If the District terminates for any other reason, the District will bear the cost and responsibility of converting the enhanced street signage and poles back to City standards.

OPTIONS

1. Recommend Approval
2. Recommend Approval Subject to Conditions
3. Recommend Denial
4. Postpone Item

RECOMMENDATION

Staff recommends approval of this request.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

None

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Draft Ordinance and Agreement

Respectfully submitted:
Scott McDonald
Director of Development Services/CBO

Prepared by:
Michelle Reynolds
Development Project Facilitator Manager

ORDINANCE NO. 20__- ____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF DENTON, TEXAS, AND HUNTER RANCH IMPROVEMENT DISTRICT NO. 1 FOR INSTALLATION AND MAINTENANCE OF ENHANCED STREET SIGNS AND POLES WITHIN HUNTER RANCH IMPROVEMENT DISTRICT NO. 1; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton, Texas (the "City") and Hunter Ranch Improvement District No. 1 (the "District") (collectively, the "Parties") desire to enter into An Enhanced Street Sign and Pole Maintenance Agreement (the "Agreement") for the Hunter Ranch Development, described and depicted on **Exhibit "A"** ("Hunter Ranch"); and

WHEREAS, the Developer seeks the option to install enhanced street signs and poles ("Enhanced Traffic Signs") within Hunter Ranch for the purposes of aesthetic place-making; and

WHEREAS, The City's standard processing for traffic signs and poles are to apply the Manual on Uniform Traffic Control Devices (MUTCD) and use TELESPAR poles, and the District is proposing different construction and maintenance standards than the City's standard processing; and

WHEREAS, the City of Denton Transportation Division within Development Services and the Street Operations departments have reviewed the Enhanced Traffic Signs maintenance and construction standards and have found that these standards will not create a hazardous condition or obstruction to vehicular or pedestrian travel; and have also determined that the Enhanced Traffic Signs design included reasonable planning to minimize potential injury or interference to the public use of roadways within Hunter Ranch; and

WHEREAS, the Developer will install the Enhanced Traffic Signs after the construction of roadways within the District and before vertical lot development; and

WHEREAS, the District shall monitor, repair, replace, and provide any required maintenance for Enhanced Traffic Signs within the District that may be broken, damaged, or deteriorated such that, in the City's sole judgement, such condition creates a safety concern;

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 City Manager is hereby authorized to execute, on behalf of the City Council of the City of Denton, Texas, an agreement for Enhanced Street Signs and Poles Maintenance Agreement by and between the City of Denton, Texas, and the District for the Hunter Ranch Development, which Agreement is attached hereto as **Exhibit "B"** and is incorporated by reference herein.

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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Hilary McMahon

Exhibit "A"

EXHIBIT A:

Hunter Ranch Improvement District No. 1 Depiction

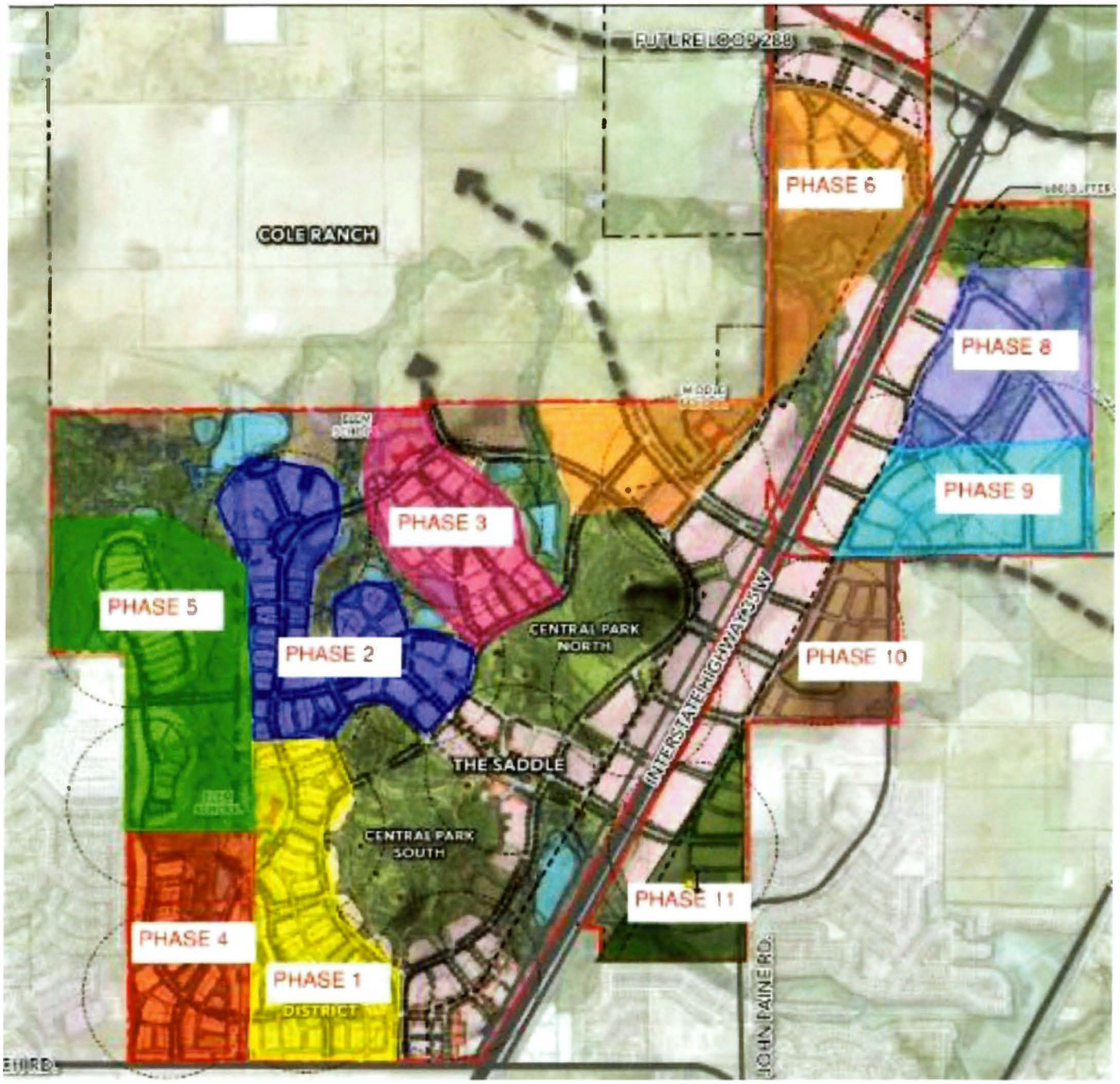


Exhibit "B"

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

STREET SIGNS AND POLES MAINTENANCE AGREEMENT BETWEEN HUNTER RANCH IMPROVEMENT DISTRICT NO. 1 AND THE CITY OF DENTON

THIS AGREEMENT (the "Agreement") is made by and between Hunter Ranch Improvement District No. 1, a conservation and reclamation district (the "District") described and depicted on **Exhibit A** ("Hunter Ranch") and the City of Denton, Texas (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, the District was created pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and is governed by Chapter 3980, Special District Local Laws Code and Chapter 375, Local Government Code; and

WHEREAS, the City and the District entered into an Operating Agreement, Master Plan Community Agreement, and Project Agreement dated April 7. 2020 and a first amendment to each of the Operating Agreement and Project Agreement, dated May 7, 2024 (the "**Agreements**"); and

WHEREAS, the District desires the option to install enhanced road signage and sign support posts within Hunter Ranch, ("Enhanced Traffic Signs") for the purposes of aesthetic place-making; and

WHEREAS, the City does not object to the presence of the Enhanced Traffic Signs so long as they present no financial, legal, or operational burden to the City; and

WHEREAS, in order to reduce administrative burden on the City, the District and the City desire to have a streamlined process for the Enhanced Traffic Signs; and

WHEREAS, The City follows Part 2 of the 2011 Manual on Uniform Traffic Control Devices (MUTCD) standards for street signage guidance and installs and maintains TELESPAR poles for residential streets; the Enhanced Traffic Signs comply with MUTCD standard details, specifications, and materials are attached hereto as **Exhibit B** (the **"Street Sign and Pole Standards"**); and

WHEREAS, the Parties mutually desire for Chapter 18 of the Code of Ordinances to govern as much of the process of approving, installing, and maintaining the Enhanced Traffic Signs as possible; therefore, Parties intend that for the purposes of this Agreement only, the definition of "Official Traffic Control Devices" within the Denton Code of Ordinances, Chapter 18, Sec. 18-1 includes the proposed Enhanced Traffic Signs; and Chapter 25, Section 25-71 et. seq. of the Code of Ordinances applies to the Enhanced Traffic Signs memorializing the standard details, specifications, and materials for the Enhanced Traffic Signs, and specifying each Party's role with regard to installation and maintenance of the Enhanced Traffic Signs, and

WHEREAS, the Parties mutually desire to enter into this Agreement for the purposes of: approving the Street Sign and Pole Standards exhibit and confirming that Enhanced Traffic Signs are to be installed after roadways within the District are constructed, but before the vertical construction commences, and

NOW, THEREFORE, this Agreement is hereby made and entered into by the Parties herein:

WITNESSETH:

I. Recitals

The recitals to this Agreement are incorporated herein for all purposes.

II. Purpose

The Parties hereby enter into this Agreement in order to confirm that Chapter 18 of the Denton Code of Ordinances governs the review process and approval establish that the Enhanced Traffic Signs Standards and confirm Part 2 of the 2011 MUTCD for standards and guidance the attached hereto and incorporated herein for all purposes as **Exhibit B**, will apply to each individual

Enhanced Traffic Signs location.

III. Application, Installation, Maintenance

3.1 District. The District shall install the Enhanced Traffic Signs at intersections within the District. District shall also submit for review, approval, and inspection by the City any additional permits and approvals necessary for installation of the Enhanced Traffic Signs.

3.2 City. The City's Traffic Engineer has reviewed and approved the Enhanced Traffic Signs under Code of Ordinances Chapter 25, with the following adjustments.

a. The definition of "Official Traffic Control Devices" is expanded, only for this Agreement, to include the enhanced street and pole signs, as described on the Street Sign and Pole Standards in **Exhibit B**.

b. The Street Sign and Pole Standards in **Exhibit B** shall be considered approved with this Agreement, and therefore do not require subsequent technical analysis, unless necessitated by site-specific factors, in the City Engineer's discretion.

3.3 District. The District shall install and maintain the Enhanced Traffic Signs. The District shall monitor, repair, replace, and provide any required maintenance for the Enhanced Traffic Signs that, in the City's sole judgment, create a safety concern due to being broken, damaged, or deteriorated. The District shall repair or replace any Enhanced Traffic Signs that are impacted by City emergency or planned infrastructure work. All maintenance and repair work involving the Enhanced Traffic Signs shall be at the District's sole cost. The District will provide the City with contact information for the appropriate person (the **"Enhanced Traffic Signs Maintenance Contact"**) to receive notifications regarding emergency or planned infrastructure work, or to respond to complaints received regarding Enhanced Traffic Signs maintenance. The District and/or the District's Enhanced Traffic Signs Maintenance Contact will coordinate with Street Operations regarding emergency or planned infrastructure work.

IV. Incorporation

City of Denton Code of Ordinances Chapter 25, Article 2, Division 3 shall govern matters

not specified in this Agreement. For the avoidance of doubt, this includes, but is not limited to, matters such as Right of Way permit revocation (Sec. 25-78(c)), Insurance Requirements (Sec. 25-83), and indemnification (25-85).

V. Termination

5.1 This agreement may be terminated in whole, or in part, by District or the City upon thirty days written notice to the other party. Costs and responsibility for the Enhanced Traffic Signs shall be determined as follows:

5.2 If, after notice and an opportunity to cure, the District fails to meet their obligations under 3.3 of this Agreement, and City exercises its termination right, the District shall obtain any required ROW construction permits and shall bear the cost and responsibility of converting the Enhanced Traffic Signs back to City of Denton standards. Termination of this agreement shall not be effective until the City has inspected and accepted converted Enhanced Traffic Signs via its standard public improvement acceptance process.

5.3 If the City terminates for any other reason, City will bear the cost and responsibility for all future handling of the Enhanced Traffic Signs and shall have the option to either continue to maintain the Enhanced Traffic Signs or convert them back to City of Denton street sign and pole standards.

5.4 If the District terminates, for any reason, then Code of Ordinances 25-95 "Standards for repair and restoration" and 25-98 "Abandonment and removal of facilities" shall govern.

VII. Notice

This Agreement may be amended only by written instrument signed by the Parties. Notices shall be directed as follows:

For City:

Sara Hensley, City Manager
City of Denton, Texas
215 East McKinney Street
Denton, Texas 76201

For the District:
Hunter Ranch Improvement District No. 1 of Denton County, Texas
c/o Allen Boone Humphries Robinson, LLP
attn: Clay Crawford
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Copy To:
Lauren Thoden, City Secretary City of Denton, Texas
215 East McKinney Street
Denton, Texas 76201

Mack Reinwand, City Attorney
City of Denton, Texas
215 East McKinney Street
Denton, Texas 76201

VIII. Additional Provisions

7.1 Severability. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

7.2 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

7.3 Certification. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

7.4 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

7.5 Entire Agreement. This agreement represents the entire integrated agreement between District and the City as to the Enhanced Traffic Signs and supersedes all prior negotiations, representations, and/or agreements, either oral or written.

7.6 Effective Date. This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is in perpetuity.

(EXECUTION PAGES FOLLOW)

Executed this _____day of _____, 2025.

ATTEST

By: _____
Lauren Thoden
City Secretary

CITY OF DENTON, TEXAS
215 East McKinney Street
Denton, Texas 76201

By: _____
Sara Hensley
City Manager

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

Signature
Director
Title
Development Services
Department

Date Signed: 7/8/2025

By: Hilary McMahon

APPROVED AS TO LEGAL FORM:
Mack Reinwand, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____day of _____20 _____by Sara Hensley, being City Manager of the City of Denton, on behalf of said municipality.

Name: _____
Notary Public, State of Texas

My Commission expires: _____

Executed this 24th day of June, 2025.

DISTRICT
Hunter Ranch Improvement District No. 1 of Denton County 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027

By and through its authorized agent:

Alan Hoffman (Print)

President (Title)

(Sign)

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the 24th day of June 2025 by Alan Hoffman (name), being President (title), on behalf of said District.

JENNIFER RAMIREZ
Notary Public, State of Texas
Comm. Expires 06-08-2028
Notary ID 130693356

Name: Jennifer Ramirez

Notary Public, State of Texas

My Commission expires: June 8, 2028

EXHIBIT A:
Hunter Ranch Improvement District No. 1 Depiction

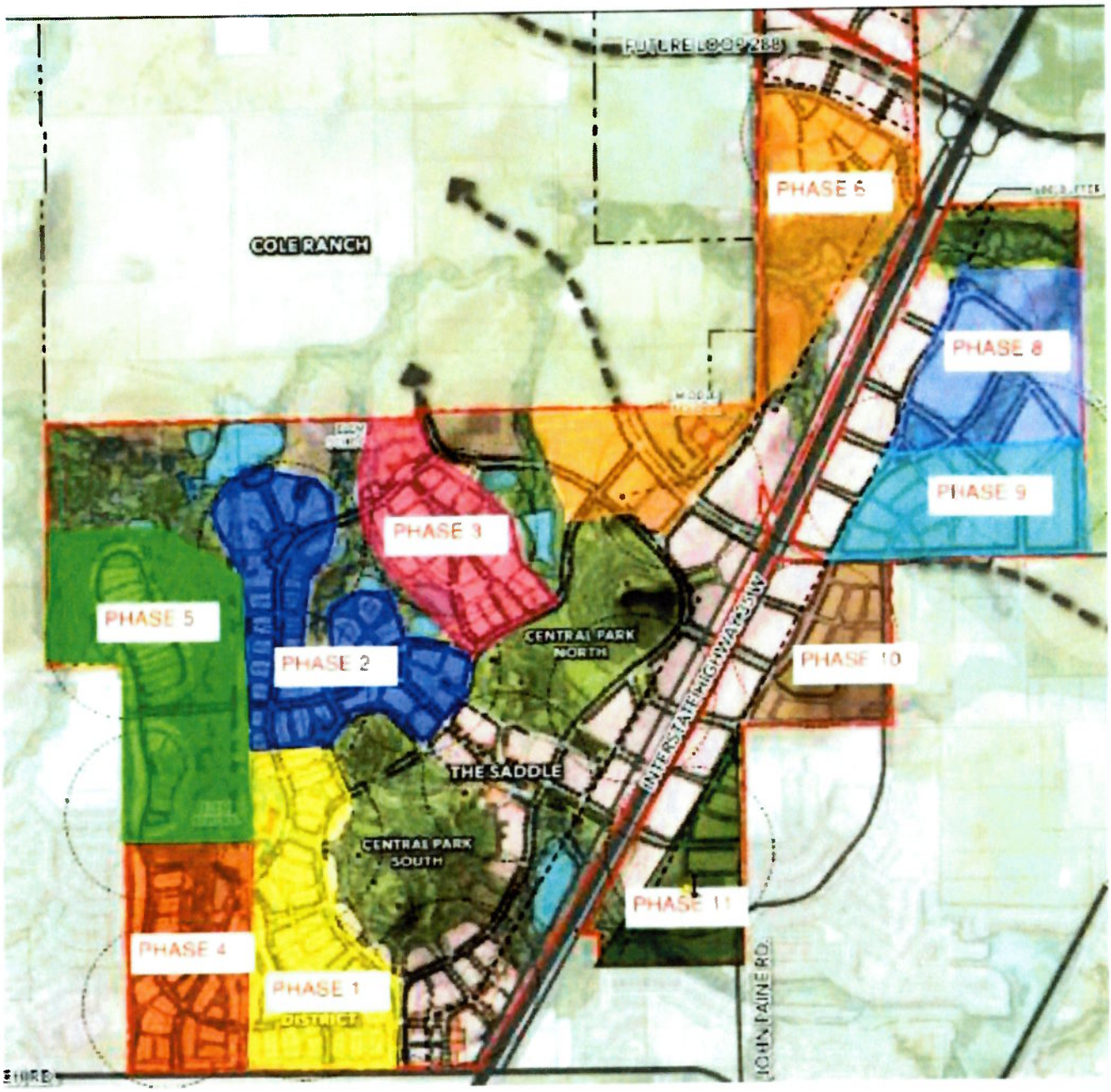


EXHIBIT B: Street Sign and Pole Standards – applicable to all Phases

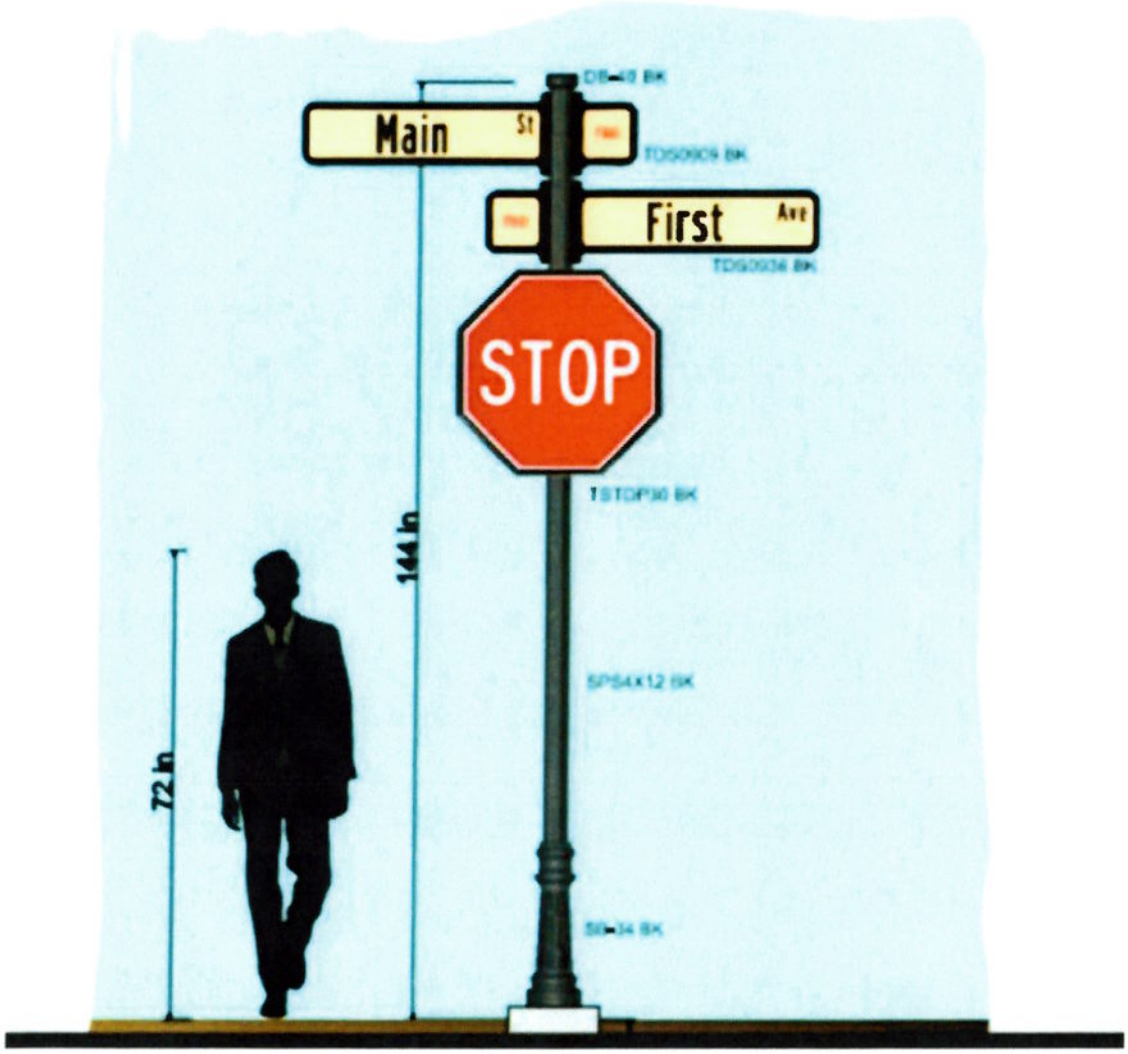


Figure 1 – Enhanced Signage and Pole

File #: ID 25-1255, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a settlement agreement with McCarthy Building Companies Inc. to resolve a dispute regarding Measured Mile Claim providing for final payment and closeout for construction phase services for Southeast Denton Package B (SED-B) Improvements for the Capital Projects Department.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: July 22, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a settlement agreement with McCarthy Building Companies Inc. to resolve a dispute regarding Measured Mile Claim providing for final payment and closeout for construction phase services for Southeast Denton Package B (SED-B) Improvements for the Capital Projects Department.

INFORMATION/BACKGROUND

The Southeast Denton Neighborhood contains 71 roadway segments that were reconstructed as part of the voter-approved 2019 Street Reconstruction Bond. Along with the full reconstruction of the identified street segments, the project also includes the replacement of aging utility infrastructure, enhanced sidewalk connectivity, and various street lighting upgrades. Southeast Denton Package B (SED-B) contains the remaining 49 roadway segments. The scope of work for segments in Package B includes full-depth street reconstruction and various utility replacements as needed.

During construction, McCarthy Building Companies, Inc. claimed to encounter differing site conditions within the limits of the project. Several encounters were approved and compensated by owners contingency during the project. Per Article 6.2.1 in the construction contract, McCarthy Building Companies, Inc filed a claim with the City of Denton for additional compensation for loss of production by the differing site conditions in the amount of approximately $2,000,000.00. The City of Denton reviewed the claim in its entirety and ultimately denied the claim. McCarthy then invoked a contractual clause to allow the claim to be heard by a mediator. Mediation was held in January 2025 and was unsuccessful. City Staff and McCarthy continued negotiating and ultimately arrived at a settlement. The settlement agreement provided by McCarthy would entitle them to an extension of time in lieu of proceeding with the claim. The extension of time would remove the obligation for McCarthy to pay liquidated damages and any additional costs incurred by the City, which are estimated to be at a minumum approximately $500,000.00. With approval of the agreement, an extension of time would be granted and the claim for additional compensation would be dropped in full, allowing for the full resolution of McCarthy's claim with no additional compensation from the City other than specific approved costs that were not related to the initial claim.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 19, 2021, Council approved a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide design services for the Southeast Denton Package – B Improvements (Ordinance 21-2168).

On December 14, 2021, City Council approved a CMAR contract for design phase services with McCarthy Building Companies, Inc. (Ordinance 21-2686).

On November 15. 2022, City Council approved CMAR contract for construction phase services with McCarthy Building Companies, Inc. (Ordinance 22-2282).

On February 24, 2025, Public Utilities Board (PUB) approved Change Order No. 1 with McCarthy Building Companies, Inc.

On March 4, 2025, City Council approved Change Order No. 1 with McCarthy Building Companies, Inc. (Ordinance 25-511).

RECOMMENDATION

Approve the settlement agreement with McCarthy Building Companies, Inc. for final close out of construction phase services for SED-B for the Capital Projects Department.

PRINCIPAL PLACE OF BUSINESS

McCarthy Building Companies, Inc.
Dallas, TX

ESTIMATED SCHEDULE OF PROJECT

Construction for SED-B started January 17, 2023 with final completion Q1 of 2025.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Settlement Agreement and Mutual Release
Exhibit 3 – Ordinance and Preconstruction Services Contract, Ordinance and Construction Services Contract, Contingency Use Authorization 1-5, Ordinance and Change Order No. 1

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this acquisition, contact: Scott Fettig 940-349-8909 Seth Garcia, 940-349-8938.

Legal point of contact: Marcella Lunn or Devin Alexander 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 SETTLEMENT AGREEMENT WITH MCCARTHY BUILDING COMPANIES, INC. TO RESOLVE A DISPUTE REGARDING MEASURED MILE CLAIM PROVIDING FOR FINAL PAYMENT AND CLOSEOUT FOR CONSTRUCTION PHASE SERVICES FOR SOUTHEAST DENTON PACKAGE B (SED-B) IMPROVEMENTS FOR THE CAPITAL PROJECTS DEPARTMENTS.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council hereby ratifies and approves the proposed settlement agreement between McCarthy Building Companies, Inc. and the City of Denton, under terms set forth in the attached Settlement Agreement and Release of Claims.

SECTION 2. The City Manager and the City's Attorneys are hereby authorized to act on the City's behalf in approving and executing any and all documents necessary or appropriate to effectuate the terms of the settlement, and to take other actions necessary to finalize the settlement.

SECTION 3. 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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Devin Q. Alexander
_____

EXHIBIT "A"

Settlement Agreement and Release

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") entered into, by and between McCarthy Building Companies, Inc. ("McCarthy") and the City of Denton (the "City") (hereinafter collectively referred to herein as the "Parties" or individually as "Party").

WHEREAS, the City entered into a Construction Manager At Risk – Design Phase Services ("Design Phase Contract") with McCarthy, dated December 14, 2021, for design and construction-related services for of the Southeast Denton Neighborhood Area B (SED-B) project in Denton, Texas (Project No. 210001-4 (CONTRACT NO. 7714)) (The "Project"); and

WHEREAS, the City entered into a Construction Manager At Risk – Construction Phase Services ("Construction Phase Contract"), dated November 15, 2022, with McCarthy for the construction of the Project (the Design Phase Contract and the Construction Phase Contract are hereinafter referred to collectively as the "Contracts"); and

WHEREAS, disputes arose between McCarthy and the City concerning the Contracts and the Project; and

WHEREAS, McCarthy and the City desire to settle and resolve the disputes and other matters between them in accordance with the terms and conditions herein.

WHEREAS, to settle and resolve all disputes, McCarthy proposes to withdraw its measured mile claim in exchange for final closeout of the project resulting in a change order providing an excusable, non-compensable schedule extension to the Substantial Completion date. Specifically, a zero-dollar ($0) change order with a 32-day time extension be added to the Contract Time, bringing McCarthy's Contractual Substantial Completion Date of July 31, 2025, into compliance. McCarhthy's substantial completion date shall be calculated as follows: the Notice to Proceed (January 17, 2023) + Contract Time (440 calendar days) + Previously Approved CO Days (89 calendar days) + Proposed Time Extension (32 calendar days) = Substantial Completion (July 31, 2024). The final payout concerning the above Project from the City to McCarthy in regards to all Contracts shall be $1,106,351.15.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good, adequate, and sufficient consideration, the receipt and sufficiency of which are hereby expressly acknowledged, McCarthy and the City stipulate and agree to the following settlement:

1. **Incorporation**. The premises and recitations stated above are incorporated by reference in their entirety as if fully set forth herein.

2. **Payment**. The City shall make final payment to McCarthy in the amount of $1,106,351.15in accordance with the terms of the Contracts. The City and McCarthy have agreed to "walk away" from claims against each other, other than McCarthy's right to receive payment under the Contracts, including any retainage. The parties shall execute a separate change order memorializing the time extension that eliminates the assessment of liquidated damages or back charges from the City.

3. **McCarthy Release**. Subject to the right to receive payments under the Contracts, McCarthy hereby releases, remises, and forever discharges the City from all debts, claims, demands, actions, responsibilities, obligations, causes of action, sums of money, controversies, costs, fees, omissions, and liabilities whatsoever, of any and every name and names, both at law or in equity, which McCarthy has, had, or could have had against the City relating to the Project and the Contracts.

4. **City Release**. The City hereby releases, remises, and forever discharges McCarthy and its surety from all debts, claims, demands, actions, responsibilities, obligations, causes of action, sums of money, controversies, costs, fees, omissions, and liabilities whatsoever, of any and every name and names, both at law or in equity, which the City has, had, or could have had against McCarthy and/or its surety, at any time, relating to the Project and the Contracts.

5. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understanding, expectations, and discussions of the Parties, whether oral or written, and there are no representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in this Agreement. No amendment, modification, waiver, or termination of this Agreement shall be binding unless executed in writing and signed by the Party to be bound thereby.

6. **Governing Law**. This Agreement has been and shall for all purposes be deemed to have been, executed and delivered within the state of Texas, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, governed by, the laws of the state of Texas.

7. **Authorization**. Each person signing below is an official or representative of the Authority and the Authority warrants that he or she is duly authorized to act for his or her principal as indicated below and that he or she is acting when signing.

8. **Attorneys and Experts' Fees to Date**. The Parties shall bear their own costs, expenses, and attorneys and experts' fees incurred in or arising out of or in any way related to the matters released herein.

9. **Severability**. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or part, this determination will not affect any other provision of this Agreement and the provision in question shall be modified by the court so as to be rendered enforceable.

10. **Drafting of Agreement**. For purposes of construction, this Agreement shall not be deemed to be drafted by any Party, and any ambiguity shall not be construed against any Party.

11. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

WHEREOF, the Parties have signed and sealed this Agreement, which effective for all purposes as of the day and year first mentioned above.

MCCARTHY BUILDING COMPANIES, INC.
SIGNATURE:

_____ Date of Signature: 05/12/2025
AUTHORIZED REPRESENTATIVE OF
MCCARTHY BUILDING COMPANIES, INC.

BEFORE ME, the undersigned authority, on this day personally appeared Jeromy Shaw, who is known to me to be the person whose name is subscribed to the foregoing instrument, who is personally known by me or by providing _____ as qualifying identification.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12th DAY OF May, 2025.

ALLYSON COLLINS
Notary ID #134285977
My Commission Expires
April 3, 2027

_____
Notary Public – State of Texas

Counsel for McCarthy Building Companies, Inc.
APPROVED AS TO LEGAL FORM:

_____
ERIC NELSON

CITY OF DENTON, TEXAS
SIGNATURE:

_____ Date of Signature:_____
On behalf of the City of Denton, Texas
Per delegated authority Scott Bray
Deputy City Attorney

BEFORE ME, the undersigned authority, on this day personally appeared Sara Hensley, known to me to be the person whose name is subscribed to the foregoing instrument, who is personally known to me or by providing _____ as qualifying identification.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

_____
Notary Public – State of Texas

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

BY: _____
DEVIN Q. ALEXANDER

ORDINANCE NO. 21-2686

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGER AT RISK CONTRACT WITH MCCARTHY BUILDING COMPANIES, INC., FOR PRE-CONSTRUCTION SERVICES OF SOUTHEAST DENTON PACKAGE – B IMPROVEMENTS FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7714 – CMAR AWARDED TO MCCARTHY BUILDING COMPANIES, INC., IN THE NOT-TO-EXCEED AMOUNT OF $174,955.00 FOR PRE-CONSTRUCTION SERVICES).

WHEREAS, McCarthy Building Companies, Inc., the professional services provider (the "Provider") set forth 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, 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 authorized to enter into the professional service contract attached hereto with McCarthy Building Companies, Inc., for pre-construction services of Southeast Denton Package – B Improvements for the Capital Projects Department.

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, Texas 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 Jesse Davis and seconded by Brian Beck. 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:	✓			
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 14th day of December, 2021.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

CITY OF DENTON
DENTON, TEXAS

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: 2021.11.15 10:57:31 -06'00'

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Docusign City Council Transmittal Coversheet

RFQ	7714
File Name	Construction Manager at Risk (CMAR) for SED-B
Purchasing Contact	Cori Power
City Council Target Date	DECEMBER 14, 2021
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	21-2686

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CITY OF DENTON, TEXAS

CONSTRUCTION MANAGER AT RISK FOR SOUTHEAST DENTON NEIGHBORHOOD AREA B (SED-B)

CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES

CONTRACT NO. 7714

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CONSTRUCTION MANAGER AT RISK FOR SOUTHEAST DENTON NEIGHBORHOOD AREA B (SED-B)

CONSTRUCTION MANAGER AT RISK DESIGN PHASE SERVICES

PROJECT NO. 210001-4

CONTRACT NO. 7714

THIS CONTRACT, made and entered into this by and between City of Denton, Texas, hereinafter designated the "CITY" and McCarthy Building Companies, Inc., hereinafter designated the "CONSTRUCTION MANAGER AT RISK" or "CM@Risk ."

RECITALS

A. The City Manager of the City of Denton, Texas, or their designee, is authorized and empowered by provisions of the City Charter to execute contracts for professional services and construction services.
B. The City intends to construct Southeast Denton Neighborhood Area B (SED-B) as described in Exhibit A attached, hereinafter referred to as the "Project".
C. To undertake the design of said Project the City has entered into a contract with FREESE AND NICHOLS, INC. hereinafter referred to as the "Design Professional."
D. The CM@Risk has represented to the City the ability to provide design phase services and to construct the Project.
E. Based on this representation, the City intends to enter into a contract with the CM@Risk for the design phase services identified in this contract. At the end of the design phase, at the City's discretion, the City may enter into a separate construction contract with the CM@Risk for construction phase services.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

ARTICLE 1 – TERMS AND DEFINITIONS

Addenda - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

Agreement (Contract) – This written document signed by the City and CM@Risk covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order (Amendment) - A written instrument issued after execution of the Contract Documents signed by the City and CM@Risk, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other contract terms.

City (Owner) - The City of Denton, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contract. Regulatory activities handled by the City of Denton Development Services, Fire and Planning Departments or any other City department are not subject to the responsibilities of the City under this Agreement.

City's Designated Project Manager – The City of Denton representative who is designated as project manager for the Project.

Construction Contract Time(s) - The number of days or the dates related to the construction phase that as stated in Construction Documents applies to achievement of Substantial Completion of the Work.

Construction Documents – The plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements.

Construction Fee – The CM@Risk's administrative costs, home office overhead, and profit, whether at the CM@Risk's principal or branch offices.

Construction Manager at Risk (CM@Risk) - The firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract.

Construction Management Plan – Formal documentation prepared and maintained by the CM@Risk as identified in Section 2.2.

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Contingency, CM@Risk's - A fund to cover cost growth during the Project used at the discretion of the CM@Risk usually for costs that result from Project circumstances. The amount of the CM@Risk's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CM@Risk's Contingency is described in Section 2.6.

Contingency, Owner's – A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by the City and will be in addition to the project costs included in the CM@Risk's GMP packages. Use and management of the Owner's Contingency is described in Section 2.6.

Contract Amount - The cost for services for this Contract as identified in Article 4.

Contract Documents - means the following items and documents in descending order of precedence executed by the City and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

Contract Time(s) - The number of days or the dates stated in this Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

Cost of the Work - The direct costs or stipulated rates necessarily incurred by the CM@Risk in the proper performance of the Work as set forth in Exhibit D. The Cost of the Work shall not include the CM@Risk's Construction Fee.

Critical Path Schedule - The sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

Day - Calendar day unless otherwise specifically noted in the Contract Documents.

Deliverables – The work products prepared by the CM@Risk in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by the CM@Risk during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed MBE/WBE Utilization, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.

Design Professional - The qualified, licensed person, firm or corporation who furnishes design and/or construction administration services required for the Project.

Drawings (Plans) – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CM@Risk during the construction phase and which have been prepared or approved by the Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but *"not for construction"*. Shop Drawings are not Drawings as so defined.

Engineer —The qualified, licensed person, firm or corporation who furnishes engineering services required for the Project.

Float - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

General Conditions Costs – Includes, but is not limited to the following types of costs for the CM@Risk during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in the direct employ of the CM@Risk or Subcontractors; and fees for licenses. The General Conditions Costs shall be included in the Cost of the Work.

Guaranteed Maximum Price (GMP) – The sum of the maximum Cost of the Work, the CM@Risk's Construction Fee, and CM@Risk Contingency.

GMP Plans and Specifications – The plans and specifications provided pursuant to paragraph 2.6.5 upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the CM@Risk submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Contract.

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Laws and Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Milestones - A principal event in the performance of the Work that the Contract requires CM@Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

Notice of Intent to Award—The written notice by City to a respondent to the City's solicitation of the Project of City's intent to accept a certain respondent's proposal.

Notice to Proceed (NTP) Letter - A written notice given by City to the CM@Risk fixing the date on which the CM@Risk will start to perform the CM@Risk's obligations under this Contract.

Payment Request - The form that is accepted by the City and used by the CM@Risk in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents.

Project - The works to be completed in the execution of this Contract as described in the Recitals above and Exhibit "A" attached.

Project Budget - The amounted budgeted by the City for the Project and the Work.

Project Schedule - A schedule, prepared and maintained by CM@Risk, describing the sequence and duration of the activities comprising the CM@Risk's plan to accomplish the Work within the Contract Times.

Project Team – Design phase services team consisting of the Design Professional, CM@Risk, City's Project Manager, City's Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

Schedule of Values (SOV) – Document specified in the construction phase Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

Shop Drawings - All drawings, diagrams, schedules, and other data specifically prepared for the Work by the CM@Risk or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site – The land or premises on which the Project is located.

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subconsultant - A person, firm or corporation having a contract with the CM@Risk to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor - An individual or firm having a direct contract with the CM@Risk who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible. Subcontractors will be selected through the Subcontractor bid process described in paragraph 2.7 of this Contract.

Sub-subcontractor or Sub-consultant – An individual or firm having a direct contract with any Subcontractor or any other individual firm having a contract with aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible or furnishes services required as its independent profession associate or consultant with respect to the Project, as applicable.

Substantial Completion - When the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by City Fire Marshall and local authorities; (ii) all systems in place, functional, and displayed to the City or its representative; (iii) all materials and equipment installed; (iv) all systems reviewed and accepted by the City; (v) draft O&M manuals and record documents reviewed and accepted by the City; (vi) City operation and maintenance training complete; (vii) landscaping and site work; and (viii) final cleaning. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed Letter pursuant to the Construction Phase contract.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CM@Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

Work - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor, services and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

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ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

2.1.1 The CM@Risk, to further the interests of the City, will perform the services required by, and in accordance with this Contract, to the satisfaction of the City's Designated Project Manager, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Denton, Texas would exercise at such time, under similar conditions. The CM@Risk will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The services being provided under this Contract will not alter any real property owned by the City.

2.1.2 Program Evaluation: As a participating member of the Project Team, the CM@Risk will provide to the City and Design Professional a written evaluation of the Project and Project Budget, with recommendations as to the appropriateness of each.

2.1.3 Project Meetings: The CM@Risk will attend Project Team meetings which may include, but are not limited to, regular Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.

2.1.4 The CM@Risk will provide design phase services described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CM@Risk will promptly notify the City in writing whenever the CM@Risk determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2.1.5 The CM@Risk, when requested by the City, will attend, make presentations, and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CM@Risk will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.1.6 Any documents submitted to the City in electronic format shall be considered equivalent to an original of such document.

2.2 CONSTRUCTION MANAGEMENT PLAN

2.2.1 The CM@Risk will prepare a Construction Management Plan (CMP), which may include the CM@Risk's professional opinions concerning: (a) Project Milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast- tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's responsibilities and roles.

2.2.2 The CM@Risk may add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional, or the CM@Risk, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast- tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the City.

2.3 PROJECT SCHEDULE

2.3.1 The fundamental purpose of the "Project Schedule" is to identify, coordinate, and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CM@Risk will, however, develop and maintain the "Project Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule will be consistent with the most recent revised/updated CMP. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. The CM@Risk will use scheduling software to develop the Project Schedule that is acceptable to the City. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined.

2.3.2. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

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2.3.2.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities.

2.3.2.3 The activities making up the schedule shall be sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

2.3.2.4 The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values but the Project Schedule is not required to be cost-loaded.

2.3.2.5 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.

2.3.2.6 The schedule shall show Milestones, including Milestones for City-furnished information, and shall include activities for City-furnished equipment and furniture when those activities are interrelated with the CM@Risk activities.

2.3.2.7 The schedule shall include a critical path activity that reflects anticipated rain delay during the performance of the contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.

2.3.3 The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

2.3.4 Float time shall be as prescribed below:

2.3.4.1 The total Float within the overall schedule, is not for the exclusive use of either the City or the CM@Risk, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

2.3.4.2 The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.

2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CM@Risk, etc.). In such an event, the CM@Risk shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

2.3.5 The Project Schedule will be updated and maintained by the CM@Risk throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the CM@Risk's plan for the performance of the construction phase Work. The CM@Risk will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The CM@Risk will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

2.3.6 Project Phasing: If phased construction is deemed appropriate and the City and Design Professional approve, the CM@Risk will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CM@Risk will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

2.4.1 The CM@Risk will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Schedule.

2.4.2 The CM@Risk will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the CM@Risk to construct the Project. Before initiating construction operations, the CM@Risk may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents.

2.4.3 The CM@Risk will meet with the Project Team as required to review designs during their development. The CM@Risk will

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familiarize itself with the evolving documents through the various design phases. The CM@Risk will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CM@Risk will furthermore maintain a project decision and trend log as design develops and advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as concerns that exist with respect to coordination of the Drawings and Specifications. The CM@Risk will recommend cost effective alternatives.

2.4.4 The CM@Risk will routinely conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

2.4.4.1 Constructability Reviews: The CM@Risk will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown, and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.

2.4.4.2 Bidability Reviews: The CM@Risk will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, and (c) Specifications include alternatives in the event a requirement cannot be met in the field.

2.4.4.3 The results of the reviews will be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications, and other documents. If requested by the City, the CM@Risk will meet with the City and Design Professional to discuss any findings and review reports.

2.4.4.4 The CM@Risk's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not the CM@Risk.

2.4.5 Notification of Variance or Deficiency: It is the CM@Risk's responsibility to assist the Design Professional in ascertaining that, in the CM@Risk's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CM@Risk in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CM@Risk will include the cost of the alternatives into the cost estimate and any GMP Proposals.

2.5 COST ESTIMATES

2.5.1 Unless otherwise agreed by both parties, within 21 Days after receipt of the documents for the various phases of design, the CM@Risk shall provide a complete and detailed cost estimate and a written review of the documents. The cost estimate should include all cost categories except Owner's Contingency included in the GMP Proposal identified in Exhibit "C" attached. The Design Professional and CM@Risk shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the City will make the final determination.

2.5.2 If any estimate submitted to the City exceeds previously accepted estimates or the City's Project Budget, the CM@Risk shall make appropriate recommendations on methods and materials to the City and Design Professional that he believes will bring the project back into the Project Budget.

2.5.3 In between these Milestone estimates, the CM@Risk shall periodically provide a tracking report which identifies the upward or downward movements of costs due to design development, value engineering or scope changes. It shall be the responsibility of the CM@Risk to keep the City and Design Professional informed as to the major trend changes in costs relative to the City's budget.

2.5.4 If requested by the City, the CM@Risk shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the City in the financing process.

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2.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

2.6.1.1 The proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the City (see Exhibit "C" attached). CM@Risk must use the attached Exhibit C requirements and procedures when entering into these services.

2.6.1.2 The City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by the CM@Risk will be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

2.6.2 Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.

2.6.2.1 The Cost of the Work is actual costs and is a not-to-exceed, reimbursable amount.

2.6.2.2 The General Conditions Costs are a firm fixed lump sum amount included as a Cost of the Work and that will include bonds and insurance premiums based on the full contract price for construction.

2.6.2.3 The Construction Fee is 6.95 % of the Cost of the Work.

2.6.2.4 CM@Risk's Contingency is an amount the CM@Risk may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. CM@Risk's Contingency is assumed to be a direct project cost so will receive all markups at the time such costs are charged to CM@Risk's Contingency.

2.6.2.5 Taxes are deemed to include all sales, use, consumer, and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are included as a Cost of the Work.

2.6.3 Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CM@Risk, the sum of which will be the full contract price for construction. Markups for Construction Fee and taxes will be applied by the CM@Risk at the time that Owner's Contingency is used.

2.6.4 GMPs are cumulative including CM@Risk Contingency. The amount of CM@Risk Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@Risk's risk from that point in the project forward.

2.6.5 The CM@Risk will prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. The CM@Risk shall provide a list of drawings and specifications upon which its proposed GMP is based. These documents will be identified as the GMP Plans and Specifications.

2.6.6 An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Schedule updates/revisions will continue to comply with the requirements of paragraph 2.3.

2.6.7 GMP savings resulting from a lower actual cost of work than anticipated by the CM@Risk remaining at the end of the project will be negotiated in the construction phase agreement between the City and the CM@Risk.

2.6.7.1 GMP Proposal(s) Review and Approval

2.6.7.2 The CM@Risk will meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. As part of the statement of basis, the CM@Risk shall identify and justify any costs that are significantly different than the latest cost estimate provided by the CM@Risk. In the event the City or Design Professional discovers inconsistencies or inaccuracies in the information presented, the CM@Risk will make adjustments as necessary to the GMP Proposal, its basis or both.

2.6.7.3 The City upon receipt of any GMP proposal from the CM@Risk, may submit the GMP Plans and Specifications to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.

2.6.7.4 If the CM@Risk GMP Proposal is greater than the independent third party or Design Professional's estimate, the City may require the CM@Risk to reconfirm its GMP Proposal. The CM@Risk will accept the independent third party's or Design Professional's estimate for the Cost of Work as part of his GMP or present a report within seven days of a written request to the City identifying, explaining, and substantiating the differences. The CM@Risk may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the City. At that time, the City may do one of the following.

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(a) Accept the CM@Risk original or revised GMP Proposal, if within the City's budget, without comment.

(b) Accept the CM@Risk original or revised GMP Proposal that exceeds the City's budget and indicate in writing to the CM@Risk that the Project Budget has been increased to fund the differences.

(c) Reject the CM@Risk's original or revised GMP Proposal because it exceeds the City's budget, the independent third parties or Design Professional's estimate, in which event, the City may terminate this Contract and/or elect to not enter into a separate contract with the CM@Risk for the construction phase associated with the scope of Work reflected in the GMP Proposal.

2.6.7.5 If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CM@Risk. The CM@Risk will promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

2.7 MAJOR SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

2.7.1 The selection of major Subcontractors and major Suppliers may occur prior to submission of a GMP Proposal. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors shall not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of the CM@Risk. In any case, the CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers.

2.7.1.1 The CM@Risk will prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval. This subcontractor selection plan shall identify those subcontractor trades anticipated to be pre-qualified by qualifications and competitive bid in accordance with Section 2.7.2 and subcontractor trades will not be pre-qualified through a formalized qualifications-based selection process (competitively bid only). The subcontractor selection plan must be consistent with the selection requirements included in this Contract and the provisions of Chapter 2269 of the Texas Government Code.

2.7.2 Selection by qualifications and competitive bid - The CM@Risk shall apply the subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its process to prequalify prospective subcontractors and suppliers. All Work for major Subconsultants and major Suppliers shall then be competitively bid to the prequalified Subcontractors. Competitive bids may occur prior to or after the GMP Proposal(s).

2.7.2.1 The CM@Risk will develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CM@Risk may request approval by the City to submit less than three names. Without prior written notice to the City, no change in the recommended Subcontractors/Suppliers will be allowed.

2.7.2.2 If the City objects to any nominated Subcontractor/Supplier or to any recommended self-performed Work bidding opportunities for good reason, the CM@Risk will nominate a substitute Subcontractor/Supplier that is acceptable to the City.

2.7.2.3 The CM@Risk will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.

2.7.2.4 If the CM@Risk desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and the City concurs that in order to ensure compliance with the Project Schedule and/or cost, or if a Subcontractor is terminated the CM@Risk may self-perform Work without re-bidding the Work.

2.7.2.5 The CM@Risk shall request the pre-qualified subcontractors to provide a detailed bid for the services requested. The subcontractor bid, provided on the subcontractors' letterhead, shall contain sufficient information (i.e. unit costs/amounts) to allow an evaluation of the reasonableness of bid costs. The CM@Risk shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids will be done with the City Representative in attendance to observe and witness the process. The CM@Risk will resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

2.7.3 The CM@Risk will be required to prepare two different reports on the subcontracting process.

2.7.3.1 Within fifteen Days after each major Subcontractor/Supplier bid opening process, the CM@Risk will prepare a report for the City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report will provide (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each subagreement,

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(b) the sum of all recommended Subcontractor/Supplier bids received, (c) a copy of the bids received from each Subcontractor, and (d) trade work and its cost that the CM@Risk intends to self-perform, if any.

2.7.3.2 Upon completion of the Subcontractor/Supplier bidding process, the CM@Risk shall submit a summary report to the City of the entire Subcontractor/Supplier selection process. The report will indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received, and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

2.7.4 The approved Subcontractors/Suppliers will provide a Schedule of Values that reflects their final accepted bid proposal, which will be used to create the overall Project Schedule of Values.

2.7.5 If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CM@Risk will nominate a substitute Subcontractor or Supplier, preferably, if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by the City, the CM@Risk's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

2.7.6 Promptly after receipt of the Notice of Intent to Award, the City will conduct a pre-award conference with the CM@Risk and other Project Team members. At the pre-award conference, the CM@Risk will (a) review the nominated slate of Subcontractors and Suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or Supplier; (b) discuss City concerns relating to any proposed self- performed Work; (c) review the CM@Risk's proposed Contract Price for the Work during the construction phase; (d) discuss the conditions, if any, under which the City will agree to leave any portion of the remaining CM@Risk Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of commencement of the Contract Time for the construction phase Work; (f) schedule the pre-construction conference; and (g) discuss other matters of importance.

ARTICLE 3 – PERIOD OF SERVICES

3.1 The design phase services described in this Contract will be performed by CM@Risk in accordance with the most current update/revised Project Schedule. Failure on the part of the CM@Risk to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the City.

3.1.1 Upon failure to adhere to the approved schedule, City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@Risk's receipt of such notice.

3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Denton time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

4.1.1 Based on the design phase services fee proposal submitted by the CM@Risk and accepted by the City (which by reference is made a part of this Contract); the City will pay the CM@Risk a lump sum fee in the amount of $ 134,955 as follows:

Additional services allowance, as described in subsection 4.3: $ 40,000

Total Contract Amount, not to exceed, $ 174,955

4.2 PAYMENTS

4.2.1 Requests for monthly payments by the CM@Risk for design phase services will be submitted in a form acceptable to the City and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.

4.2.2 The fees for additional design phase services provided by the CM@Risk and any Subconsultants will be based upon the hourly rate schedule included as Exhibit B, attached.

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4.2.3 The CM@Risk will pay all sums due Subconsultants for services and reimbursable expenses within 14 calendar days after the CM@Risk has received payment for those services from the City. In no event will the City pay more than 95 percent of the Contract Amount until final acceptance of all design phase services.

4.2.4 The CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CM@Risk to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights herein.

4.2.5 If any service(s) executed by the CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CM@Risk, the CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

4.3 ADDITIONAL DESIGN PHASE SERVICES

4.3.1 If additional services are required, such services shall be billed at the stipulated hourly rates set forth on Exhibit B.

4.3.1.1 When authorized by the City for additional design phase services, the CM@Risk will be entitled to reimbursement at cost for direct expenses related to its performance of additional design phase services.

ARTICLE 5 - CITY'S RESPONSIBILITIES

5.1 The City, at no cost to the CM@Risk, will furnish the following information:

5.1.1 One copy of data the City determines pertinent to the work. However, the CM@Risk will be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

5.1.3 The name of the City employee or City's representative who will serve as the Project Manager during the term of this Contract. The Project Manager has the authority to administer this Contract and will monitor the CM@Risk's compliance with all terms and conditions stated herein. All requests for information from or decisions by the City on any aspect of the work or Deliverables will be directed to the Project Manager.

5.2 The City additionally will:

5.2.1 Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CM@Risk for its information. The CM@Risk will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.

5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CM@Risk except for those copies whose cost has been reimbursed by the City.

5.2.3 Provide the CM@Risk with adequate information in its possession or control regarding the City's requirements for the Project.

5.2.4 Give prompt written notice to the CM@Risk when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@Risk's receipt of such notice.

5.2.5 Notify the CM@Risk of changes affecting the budget allocations or schedule.

5.3 The City's Project Manager will have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the City's Project Manager deems appropriate to the CM@Risk.

ARTICLE 6 – CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

6.1.1 City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, Computer Aided Drafting and Design (CADD) digital files, and other related documents which are prepared specifically in the performance of this Contract (collectively referred to as Project Documents) are to be and remain the property of the City and are to be delivered to the Project Manager before the final

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payment is made to the CM@Risk. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of the CM@Risk, which consent the CM@Risk will not unreasonably withhold, the City agrees to hold the CM@Risk harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the City's alteration, modification or adaptation of the Project Documents.

6.1.2 CM@Risk to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CM@Risk, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CM@Risk, but will remain available for use by the City for this Project under the terms of this Contract.

6.1.3 License to City for Reasonable Use: The CM@Risk hereby grants, and will require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then paragraph 6.1.1 applies.

6.1.4 Documents to Bear Seal: When applicable and required by state law, the CM@Risk and its Subconsultants will endorse by a Texas professional seal all plans, works, and Deliverables prepared by them for this Contract.

6.2 COMPLETENESS AND ACCURACY OF CM@RISK'S WORK

6.2.1 The CM@Risk will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the CM@Risk to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CM@Risk in Denton, Texas would exercise under similar conditions. The fact that the City has accepted or approved the CM@Risk's work or Deliverables will in no way relieve the CM@Risk of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional.

6.3 ALTERATION IN CHARACTER OF WORK

6.3.1 In the event an alteration or modification in the character of Work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the Work or Deliverable will nonetheless be performed as directed by the City. However, before any altered or modified Work begins, a Change Order or amendment will be approved and executed by the City and the CM@Risk. Such Change Order or amendment will not be effective until approved by the City.

6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CM@Risk may accordingly be adjusted by mutual agreement of the contracting parties.

6.3.3 No claim for extra work done or materials furnished by the CM@Risk will be allowed by the City except as provided herein, nor will the CM@Risk do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CM@Risk without such prior written authorization will be the CM@Risk's sole jeopardy, cost, and expense, and the CM@Risk hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

6.4 DATA CONFIDENTIALITY

6.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence, and any other similar documents or information prepared by or obtained by the CM@Risk in the performance of this Contract.

6.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CM@Risk in connection with the CM@Risk's performance of this Contract is confidential and proprietary information belonging to the City to the extent allowed by Texas law.

6.4.3 The CM@Risk will not divulge data to any third party without prior written consent of the City. The CM@Risk will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:

6.4.3.1 Data which was known to the CM@Risk prior to its performance under this Contract unless such data was acquired in connection with work performed for the City.

6.4.3.2 Data which was acquired by the CM@Risk in its performance under this Contract and which was disclosed to the CM@Risk by a third party, who to the best of the CM@Risk's knowledge and belief, had the legal right to make such disclosure and the CM@Risk is not otherwise required to hold such data in confidence; or

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6.4.3.3 Data, which is required to be disclosed by the CM@Risk by virtue of law, regulation, or court, including but not limited to the Texas Public Information Act, Texas Government Code Chapter 552.

6.4.4 In the event the CM@Risk is required or requested to disclose data to a third party, or any other information to which the CM@Risk became privy as a result of any other contract with the City, the CM@Risk will first notify the City as set forth in this Article of the request or demand for the data. The CM@Risk will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

6.4.5 The CM@Risk, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this section, a copy of all data to the City. All data will continue to be subject to the confidentiality agreements of this Contract.

6.4.6 The CM@Risk assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the CM@Risk, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

6.5.1 Prior to the start of any work or Deliverable under this Contract, the CM@Risk will submit to the City, an organization chart for the CM@Risk staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CM@Risk desires to change such key personnel from performing such services under this Contract, the CM@Risk will submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

6.5.2 The CM@Risk will maintain an adequate number of competent and qualified persons to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CM@Risk's staff, the CM@Risk will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

6.6 INDEPENDENT CONTRACTOR

6.6.1 The CM@Risk is and will be an independent contractor and whatever measure of control the City exercises over the work or Deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Contract will give or be construed to give the City the right to direct the CM@Risk as to the details of accomplishing the work or Deliverable. These results will comply with all applicable laws and ordinances.

6.7 SUBCONSULTANTS

6.7.1 Prior to beginning the work or Deliverable, the CM@Risk will furnish the City for approval, the names of all Subconsultants, if any, to be used on this Project. Subsequent changes are subject to the approval of the City.

6.8 TERMINATION

6.8.1 The City and the CM@Risk hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the CM@Risk.

6.8.2 In the event the City abandons any or all of the services or any part of the services as herein provided, the City will so notify the CM@Risk in writing, and the CM@Risk will immediately after receiving such notice is to discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment or termination.

6.8.3 The CM@Risk, upon such termination or abandonment, will promptly deliver to the City all reports, estimates and other work or Deliverable entirely or partially completed, together with all unused materials supplied by the City.

6.8.4 The CM@Risk will appraise the work completed and submit an appraisal to the City for evaluation. The City will have the right to inspect the CM@Risk's work or Deliverable to appraise the work completed.

6.8.5 The CM@Risk will receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable costs and expenses attributable to such termination. The fee will be paid in accordance with Article 4 of this Contract and will be an amount mutually agreed upon by the CM@Risk and the City. If there is no mutual agreement, the final determination will be made in accordance with paragraph 6.9, "Disputes". However, in no event will the fee exceed that set forth in Article 4 or as amended in accordance with paragraph 6.3, "Alteration in Character of Work". The City will

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make the final payment within sixty Days after the CM@Risk has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

6.9 DISPUTES

6.9.1 In any unresolved dispute arising out of an interpretation of this Contract or the duties required therein, the final determination at the administrative level will be made by the City Manager or their designee.

6.10 WITHHOLDING PAYMENT

6.10.1 The City reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against the CM@Risk, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

6.11.1 Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project, and records of accounts between the City and CM@Risk will be kept on a generally recognized accounting basis and shall be available for up to three years following final completion of the Project. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any Change Orders. Notwithstanding the foregoing, the composition of any stipulated rates shall not be subject to audit. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if, upon audit of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading, or inaccurate cost and pricing data.

6.11.2 The CM@Risk will include a provision similar to paragraph 6.11.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if the above provision is not included in Subconsultant, Subcontractor, and Supplier contracts, and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

6.12.1 The CM@Risk agrees to defend, indemnify and hold harmless the City of Denton, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and employees, hereinafter individually and collectively referred to as "indemnitee", from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature arising out of the Work or Deliverable done in fulfilling the terms of this Contract, or on account of any act, claim or amount arising out of or recovered under Workers' Compensation Law, or arising out of the failure of the CM@Risk to conform to any statutes, ordinances, regulation, law or court decree; provided, however such indemnification obligation shall not apply to the extent such suits, claims, losses, and expenses are caused by the negligence or willful misconduct of an indemnitee. It is agreed that the CM@Risk will be responsible for primary loss investigation, defense, and judgment costs where this Contract of indemnity applies. In consideration of the award of this contract, the CM@Risk agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the CM@Risk for the City.

6.13 NOTICES

6.13.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

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To City:	City of Denton Purchasing Manager – File 7714 901B Texas Street Denton, TX 76201
To CM@Risk	Dave Wallace McCarthy Building Companies, Inc. 12001 N Central Expressway, Suite 400 Dallas, TX 75243
Copy to: Design Professional (if applicable)	Colton Hermes Kimley-Horn and Associates, Inc. 100 W. Oak Street, Suite 203 Denton, TX 76201

Or to other such place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

6.14 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

6.14.1 The CM@Risk will comply with the provisions of this Contract, pertaining to discrimination and accepting applications or hiring employees. The CM@Risk will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The CM@Risk will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age or disability. Such action will include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. The CM@Risk further agrees that this clause will be incorporated in all Subcontracts, and Subconsultants and Suppliers contracts associated with the Project and entered into by the CM@Risk.

6.15 COMPLIANCE WITH FEDERAL LAWS

6.15.1 The CM@Risk understands and acknowledges the applicability of the Americans With Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these and all laws in performing this Contract and to permit the City to verify such compliance.

6.16 CONFLICT OF INTEREST

6.16.1 To evaluate and avoid potential conflicts of interest, the CM@Risk will provide written notice to the City, as set forth in this section, of any work or services performed by the CM@Risk for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice will be given seven business days prior to commencement of the Project by the CM@Risk for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure will be sent to:

City of Denton
Attn: Purchasing Manager
Materials Management
901B Texas Street
Denton, TX 76209

6.16.2 Actions considered to be adverse to the City under this Contract include but are not limited to:

(a) Using data as defined in the Contract, acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City.

(b) Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and

(c) Using data to produce income for the CM@Risk or its employees independently of performing the services under this Contract, without the prior written consent of the City.

6.16.3 The CM@Risk represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by the CM@Risk under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

6.16.4 The CM@Risk's failure to provide a written notice and disclosure of the information as set forth in this section will constitute

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a material breach of this Contract.

6.17 CONTRACTOR'S LICENSE

6.17.1 Prior to award of the Contract, the CM@Risk must provide to the City's Project Manager, its Contractor's License Classification and number, if any, and its Federal Tax I.D. number.

6.18 SUCCESSORS AND ASSIGNS

6.18.1 The City and the CM@Risk will each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither the City nor the CM@Risk will assign, sublet, or transfer its interest in this Contract without the written consent of the other. In no event will any contractual relation be created or be construed to be created as between any third party and the City.

6.19 FORCE MAJEURE

6.19 The City of Denton, the CM@Risk, and any Subcontractors or Sub-Subcontractors shall not be responsible for performance under this 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, the CM@Risk, and any Subcontractors or Sub-Subcontractors, as applicable. In the event of an occurrence under this Section, the City of Denton, the CM@Risk, and any Subcontractors or Sub-Subcontractors, as applicable, will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the City of Denton, the CM@Risk, and any Subcontractors or Sub-Subcontractors, as applicable, continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, shall immediately notify the City of Denton Project 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.

6.20 COVENANT AGAINST CONTINGENT FEES

6.20.1 The CM@Risk warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Denton has any interest, financially, or otherwise, in the firm. The City of Denton will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.21 NON-WAIVER PROVISION

6.21.1 The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.22 JURISDICTION

6.22.1 This Contract will be deemed to be made under and will be construed in accordance with and governed by the laws of the State of Texas, without regard to the conflicts or choice of law provisions thereof. Under the provisions of Chapter 272 of the Texas Local Government Code, the City has waived its immunity by entering into this Contract. However, the City's sovereign immunity is waived only to the extent set forth by statute. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought and tried in the State District Courts located in Denton County, Texas, and for this purpose, each party hereby expressly and irrevocably consents to the sole and exclusive jurisdiction and venue of such Court.

6.23 SURVIVAL

6.23.1 All warranties, representations, and indemnifications by the CM@Risk will survive the completion or termination of this Contract.

6.24 MODIFICATION

6.24.1 No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract, except as expressly provided herein to the contrary.

6.25 SEVERABILITY

6.25.1 If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

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6.26 INTEGRATION

6.26.1 This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.27 TIME IS OF THE ESSENCE

6.27.1 Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

6.28 THIRD PARTY BENEFICIARY

6.28.1 This Contract will not be construed to give any rights or benefits in the Contract to anyone other than the City and the CM@Risk. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City and the CM@Risk and not for the benefit of anyother party.

6.29 COOPERATION AND FURTHER DOCUMENTATION

6.29.1 The CM@Risk agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

6.30 CONFLICT IN LANGUAGE

6.30.1 All work or Deliverables performed will conform to all applicable City of Denton codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

6.31 CITY'S RIGHT OF CANCELLATION

6.31.1 All parties hereto acknowledge that this Contract is subject to cancellation by the City of Denton pursuant to the provisions of Texas Local Government Code Chapters 252 and 272, Texas Government Code Chapter 2269, and the general laws of the State of Texas.

6.32 CONFIDENTIALITY OF PLANS & SPECIFICATIONS

6.32.1 Any plans or specifications received by the CM@Risk regarding this project are for official use only. The CM@Risk may not share them with others except as required to fulfill contract obligations with the City of Denton.

6.32.2 Any plans the CM@Risk generates must include the following statement in the Title Block on every page: “These plans are for Official use only and may not be shared with others except as required to fulfill the obligations of CM@Risk’s contract with the City of Denton. This document must be kept secure at all times.”

ARTICLE 7 – INSURANCE REQUIREMENTS

The CM@Risk. Subcontractors and Subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CM@Risk, its agents, representatives, employees, or Subconsultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the work under this Contract by the CM@Risk, his agents, representative, employees, or Subconsultants. CM@Risk is free to purchase such additional insurance as may be determined necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CM@Risk will provide coverage at least as broad and with limits of liability not less than those stated below.

7.1.1.1 Commercial General Liability-Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

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(a) The policy shall be endorsed to include the following additional insured language: “The City of Denton shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk". Policy shall contain waiver of subrogation against the City of Denton.

7.1.1.2 Automobile Liability
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: “The City of Denton shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk", including automobiles owned, leased or hired or borrowed by the CM@Risk”.

7.1.1.3 Workers Compensation and Employers Liability

Workers Compensation	Statutory
Employers Liability	
Each Accident	$ 100,000
Disease – Each Employee	$ 100,000
Disease – Policy Limit	$ 500,000

(a) Policy shall contain waiver of subrogation against the City of Denton.

7.2 ADDITIONAL INSURANCE REQUIREMENTS

7.2.1 The policies shall include, or be endorsed to include, the following provisions.

7.2.2 On insurance policies where the City of Denton is named as additional insured, the City of Denton shall be an additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required by this Contract.

7.2.3 The CM@Risk’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

7.2.4 Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Contract.

7.3 SUBCONSULTANT INSURANCE

7.3.1 CM@Risk’s certificate(s) shall include all subcontractors as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the CM@Risk, however, subconsultants limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate.

7.4 NOTICE OF CANCELLATION

7.4.1 Each insurance policy required by the insurance provisions of this Contract will provide the required coverage and not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent by certified mail, return receipt requested and sent directly to the City’s Purchasing Manager at:

City of Denton
Attn: Purchasing Manager
Materials Management
901B Texas Street
Denton, TX 76209

7.5 ACCEPTABILITY OF INSURERS

7.5.1 Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Texas, and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

7.6.1 The CM@Risk will furnish the City, Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind

coverage on its behalf.

7.6.2 All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

7.6.3 All certificates required by this Contract will be sent directly to the Engineering and Architectural Services Department Contracts Administration Section contracts officer for this Project. The City project/contract number and project description shall be noted on the certificates of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

7.7 APPROVAL

7.7.1 Any modification or variation from the insurance requirements in this Contract must be approved by the Law Department, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

This Contract will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on 12/14/2021.

CITY OF DENTON, TEXAS

BY DocuSigned by: Sara Hensley 5236DB296270423...

Sara Hensley
Printed Name

INTERIM CITY MANANGER
Title

CM@Risk

BY: DocuSigned by: CB42275035AC4F3...

Nathan Kowallis
Printed Name

Sr. Vice President
Title

ATTEST:

City Clerk DocuSigned by: Rosa Rios 1C5CA8C5E175493...

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by: Marcella Lunn 0AA438...
City Attorney

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

DocuSigned by: Rebecca Diviney
SIGNATURE

Rebecca Diviney
PRINTED NAME

Director of Capital Projects/City Engineer
TITLE

Capital Projects - Engineer
DEPARTMENT

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EXHIBIT A – PROJECT DESCRIPTION

Following is a brief description of the Project for which the design phase service services specified in this Contract are to be performed:

Design Phase Services will include the CM@Risk working with the City and its Design Engineer to share ideas and experience in assisting the Design Engineer in developing construction documents suitable for construction and suitable for preparing a Guaranteed Maximum Price.

The Preconstruction Phase Services will include:

1. Prepare a Construction Management Plan (CMP), which may include the CM@Risk's professional opinions concerning: (a) Project Milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast- tracking and/or phasing the construction, (d) the number of separate sub-agreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's responsibilities and roles.
2. Provide a Project Manager, all Key Personnel, and all other associated personnel necessary to fully meet the CMAR obligations for the Design Phase Services; In providing such Design Phase Services, Contractor does not assume any responsibility for design errors, omissions, or inconsistencies.
3. Consult with, advise and provide recommendations to the City and the Design Engineer on all aspects of the planning, design, and proposed construction and drawings and specifications;
4. Provide constructability review and consult on constructability issues in the development of the 30%, 60% and 90% final design review plans and specifications, including recommendations on design packaging to advance construction, material availability and independent quantity calculations to verify quantities provided by Design Engineer;
5. Provide list of additional details needed on the 30%, 60% and 90% final design review plans that would be needed to complete the project in the allotted time or to accelerate aspects of the work;
6. Preconstruction lead, along with any other necessary personnel shall attend review workshops with the City and the Design Engineer at the 30%, 60% and 90% final design review milestones, assume each workshop is one complete eight (8) hour day;
7. Provide on-going value engineering review, including written reports and recommendations on the 30%, 60% and 90% final design review, as applicable;
8. Identify, evaluate and propose cost-effective alternatives;
9. Develop independent detailed construction cost estimates for the Project and Critical Path Method schedules at the 30%, 60% and 90% final design review milestones;
10. Identify long-lead equipment procurement needs and submit a report to the City;
11. Identify, evaluate and recommend elements of the Project that may require less than 100% design;
12. Make recommendations to the City regarding the division of the Work to facilitate bids and proposals for the major elements of the Work;
13. Advise the City of ways to gain efficiency in Project delivery;
14. Provide a complete, detailed, written GMP proposal including line item cost breakdowns with conditions, assumptions, and CMAR contingency;
15. Provide a construction emergency response plan;
16. Prepare and submit a construction site safety plan;
17. Develop, implement and maintain a quality management plan that assures conformance to every section of the specifications.
18. Provide an environmental management plan detailing programs for a storm water pollution prevention plan and handling other environmental issues (dust, on site chemicals and fuel, etc.) required to comply with permits and regulations applicable to the Project;
19. Incorporate the City's standard specifications and provisions relating to quality, safety, community, and environmental factors. (This pertains to the construction phase general conditions contract and applicable City standards, requirements, and ordinances as relating to quality, safety, community, and environmental factors);
20. Schedule all Project construction related activities;
21. Identify Work which the Proposer intends to self-perform. Identify and recommend which work, if any, should be procured through value based competitive selections, in lieu of low bid;
22. Identify and recommend Early Works Packages;
23. Participate in one Project kick off meeting for Design Phase Services;

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24. Participate in up to 10 additional meetings or workshops with the Design Engineer, Owner or others as needed.

Upon conclusion of evaluating input from CM@R on the 90% documents, Design Engineer will incorporate such items as it deems appropriate, with the resulting modified 90% documents constituting the Final Pricing Package for use in calculating GMP.

Upon receipt of the Final Pricing Package, the CMAR shall:

1. Thoroughly review these documents;
2. Develop a Guaranteed Maximum Price;
3. Prepare a detailed schedule of construction of the project;
4. Prepare a list of additional details needed to supplement the 90% complete construction documents and when such details would be needed to complete the project within the allotted time.
5. Attend a minimum of two all-day meetings at the offices of the City in Denton, Texas, to present the basis of the amount of the Guaranteed Maximum Construction Cost and negotiate in good faith based on open book cost estimates;
6. Attend two all-day workshop meetings, in addition to those listed above, excluding the effort for GMP pricing and negotiation, at the offices of the City or Design Engineer in Denton, Texas.

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EXHIBIT B - HOURLY RATE SCHEDULE

The schedule of hourly labor rates for employees of the CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to the City.

LIST OF CLASSIFICATIONS:

Classification	Direct Labor Rate	Total Labor Rate
Chief Estimator/VP	$ 145.00	$ 160.00
Project Director	$ 125.00	$ 140.00
Preconstruction Director	$ 114.00	$ 129.00
Preconstruction Manager	$ 100.00	$ 115.00
Sr. Estimator/Estimator	$ 85.00	$ 93.00
Project Manager	$ 111.00	$ 126.00
Superintendent	$ 121.50	$ 136.50
Scheduler	$ 105.75	$ 120.75
Project Engineer	$ 62.35	$ 70.35
Administrator	$ 47.00	$ 55.00

SUE Personnel Rates

Director	$ 125.00	$ 140.00
Project Manager	$ 111.00	$ 126.00
Senior Utility Designator	$ 105.00	$ 120.00
Utility Designator	$ 97.00	$ 112.00
Field Engineer	$ 100.00	$ 115.00
VDC/BIM Engineer	$ 90.00	$ 105.00

SUE Equipment Rates

Equipment Type	Hourly Rate
Total Station	$18.75/Hr
GNSS Equipment	$22/Hr
Ground Penetrating Radar (GPR)	$35/Hr
Electromagnetic Locator (EM)	$18.75/Hr
Sewer Camera (CCTV)	$27/Hr
¾ Ton Pickup Truck	$18.50

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EXHIBIT C - SUBMITTAL REQUIREMENTS FOR THE GMP

GMP submittal, one copy for review.

One printed, signed original copy and a digital copy in searchable PDF format will be requested by the City of Denton prior to contract execution.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values – summary spreadsheet and backup documents
4. List of Plans and Specifications used for GMP Proposal
5. List of clarification and assumptions
6. Project Schedule

1. Scope of work will consist of a brief description of the work to be performed by CM@Risk and major points that the CM@Risk and the City must be aware of pertaining to the scope. (normally one paragraph is sufficient.)

2. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:

   The general conditions fee includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT #: **DATE:**
PROJECT NAME:

GMP Summary					**AMOUNT**
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)				$
B.	CM@Risk's Contingency				$
INDIRECT COSTS				RATE	
C.	Construction Fee			%	$
D.	General Conditions			%	$
	D1	Payment and Performance Bond	$	%	
	D2	Insurance	$	%	
E.	Sales Taxes			%	$
			F. TOTAL GMP		**$**
			G. Owner's Contingency		**$**
			H. Contract Amount		**$**

Formulas:
Total GMP: A+B+C+D+E = F

Rates (Percentages) are calculated by dividing each amount by F, such as B/F, D/F, and D1/F

(**Do not acquire bond or insurance until notified by the City of Denton Project Manager.)**

3. Schedule of Values - spread sheet with the estimated bid or cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CM@Risk's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable.

4. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by CM@Risk, Design Consultant, and Project Manager using the format below.

Plans Used For Preparation of GMP No.

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CM@Risk	Date
Design Consultant	Date
Project Manager	Date

5. A list of the clarifications and assumptions made by the CM@Risk in the preparation of the GMP proposal, to supplement the information contained in the documents.

6. A Critical Path Method (CPM) diagram construction schedule.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

Final GMP submittal will consist of the following:

1. One printed copy of the GMP and one digital copy in searchable PDF format.

2. One copy of the list of plans and technical specifications used to arrive at the GMP.

For questions regarding the submittal requirements, please contact City of Denton Project Manager.

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EXHIBIT D - COST OF THE WORK FOR CONSTRUCTION PHASE

§ 1.1 Costs to Be Reimbursed
§ 1.1.1 The term Cost of the Work shall mean costs necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 1.1 through 1.7.

§ 1.1.2 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the City. "Cost(s)" shall be defined as the CM@Risk's rate as provided in this Agreement. Where no rate is stated, "Cost(s)" shall be the actual price paid by the CM@Risk.

§ 1.2 Labor Costs
§ 1.2.1 Rates as listed on Exhibit _, attached to the GMP Proposal, for construction workers directly employed by the CM@Risk to perform the construction of the Work at the site or, with the City's prior approval, at off-site workshops.

§ 1.2.2 Rates as listed on Exhibit _, attached to the GMP Proposal, for CM@Risk's supervisory and administrative personnel when stationed at the site and performing Work, with the City's prior approval.

§ 1.2.2.1 Rates as listed on Exhibit _, attached to the GMP Proposal, for CM@Risk's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work.

§ 1.2.3 Rates as listed on Exhibit _, attached to the GMP Proposal, for CM@Risk's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 1.2.4 Costs paid or incurred by the CM@Risk for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, are included in the rates referenced under Sections 1.2.1 through 1.2.3.

§ 1.3 Subcontract Costs
Payments made by the CM@Risk to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 1.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 1.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 1.4.2 Costs of materials described in the preceding Section 1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the City's property at the completion of the Work or, at the City's option, shall be sold by the CM@Risk. Any amounts realized from such sales shall be credited to the City as a deduction from the Cost of the Work.

§ 1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 1.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the CM@Risk at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the CM@Risk shall mean fair market value.

§ 1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the CM@Risk at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the CM@Risk, or a related party as defined in Section 1.8, shall be subject to the City's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. Approved rates are as listed on Exhibit _, attached to the GMP Proposal, or prevailing rental rate if not listed on Exhibit 1.

§ 1.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

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§ 1.5.4 Costs of the CM@Risk's site office, including general office equipment and supplies, vehicles, reproduction costs, postage and express delivery charges, telephone and mobile phone services, data lines, internet and associated charges at the site, radio/communications systems and equipment, reproducible interference background drawings, storage of records and reasonable petty cash expenses in connection with the Project.

§ 1.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the City's prior approval.

§ 1.5.6 CM@Risk's lump sum General Conditions Costs as defined in the Contract. Any costs included in the Lump Sum General Conditions Costs shall not be charged by CM@Risk separately as a Cost of the Work.

§ 1.6 Miscellaneous Costs

§ 1.6.1 Insurance for CM@Risk and contractor default insurance shall be in accordance with rates established in Exhibit _ attached to the GMP Proposal, applicable deductibles for Builder's Risk insurance and performance and payment bond premiums for CM@Risk (if City requires CM@Risk to provide a performance and payment bond), and its subcontractors and suppliers that can be attributed to this Contract.

§ 1.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the City's prior approval.

§ 1.6.1.2 Costs for insurance through a captive insurer owned or controlled by the CM@Risk, with the City's prior approval.

§ 1.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the CM@Risk is liable.

§ 1.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the CM@Risk is required by the Contract Documents to pay.

§ 1.6.4 Fees of laboratories for tests required by the Contract Documents.

§ 1.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 1.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the CM@Risk resulting from such suits or claims, and payments of settlements made with the City's consent, unless the CM@Risk had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the CM@Risk failed to promptly furnish such information to the Design Professional. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the CM@Risk's Fee or subject to the Guaranteed Maximum Price.

§ 1.6.6 Rates as listed on Exhibit _, attached to the GMP Proposal, for communications services, electronic equipment, and software, and maintenance of same, directly related to the Work and located at the site, with the City's prior approval.

§ 1.6.7 Costs of document reproductions and delivery charges.

§ 1.6.8 Deposits lost for causes other than the CM@Risk's gross negligence or material failure to fulfill a specific responsibility in the Contract Documents.

§ 1.6.9 Legal, mediation and arbitration costs, including attorneys' and consultants' fees, other than those arising from disputes between the City and CM@Risk, reasonably incurred by the CM@Risk after the execution of this Agreement in the performance of the Work and with the City's prior approval, which shall not be unreasonably withheld. However, such costs shall not be included in the calculation of the CM@Risk's Fee and shall not be included in the Costs of the Work for purposes of calculating the Guaranteed Maximum Price.

§ 1.6.10 Expenses incurred in accordance with the CM@Risk's standard written personnel policy for relocation and temporary living allowances of the CM@Risk's personnel required for the Work, with the City's prior approval.

§ 1.6.11 That portion of the reasonable expenses of the CM@Risk's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, including attending training and company seminars.

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§ 1.6.12 The Safety, Quality and Substance Abuse Programs.

§ 1.6.13 Additional overhead expenses and cost of investment of labor resources and cash for self-perform trade Work performed by McCarthy's own forces on a cost reimbursable basis at the rate of fifteen percent (15%) of the cost of such Work, including, but not limited to, materials, labor and equipment.

§ 1.7 Other Costs and Emergencies

§ 1.7.1 Other costs incurred in the performance of the Work, with the City's prior approval.

§ 1.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property.

§ 1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the CM@Risk, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the gross negligence of, or willful failure to fulfill a specific responsibility by, the CM@Risk, and only to the extent that the cost of repair or correction is not recovered by the CM@Risk from insurance, sureties, Subcontractors, suppliers, or others.

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Exhibit CIQ

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.** McCarthy Building Companies, 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.**

City of Denton

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.

I have no conflict of interest with anyone at the City of Denton.

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

5 DocuSigned by:

GB4A2275033AC4E3...

Signature of vendor doing business with the governmental entity

11/12/2021

Date

DocuSign

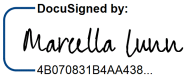
Certificate Of Completion

Envelope Id: 32AF2EEDBB384CCC90C3E9A89A3CD56D
Status: Completed
Subject: Please DocuSign: City Council Contract 7714 CMAR for SED-B
Source Envelope:
Document Pages: 32
Signatures: 6
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: 198.49.140.104

Record Tracking

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11/11/2021 4:31:20 PM
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cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@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: 11/11/2021 4:35:53 PM Viewed: 11/11/2021 4:36:04 PM Signed: 11/11/2021 4:37:05 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: 198.49.140.104	Sent: 11/11/2021 4:37:08 PM Viewed: 11/12/2021 7:42:06 AM Signed: 11/12/2021 7:42:19 AM
Marcella Lunn marcella.lunn@cityofdenton.com Catherine Clifton, Interim City Attorney 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: 68.185.202.16	Sent: 11/12/2021 7:42:21 AM Viewed: 11/12/2021 11:34:08 AM Signed: 11/12/2021 11:39:28 AM
Nathan Kowallis nkowallis@mccarthy.com Sr. Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/12/2021 1:35:52 PM ID: e4fd10dc-8d02-4ba3-902d-fde0b0d11585	 Signature Adoption: Drawn on Device Using IP Address: 165.225.216.181	Sent: 11/12/2021 11:39:34 AM Viewed: 11/12/2021 1:35:52 PM Signed: 11/12/2021 3:22:02 PM

Signer Events	Signature	Timestamp
Rebecca Diviney Rebecca.Diviney@cityofdenton.com Director of Capital Projects/City Engineer Security Level: Email, Account Authentication (None)	DocuSigned by: Rebecca Diviney CE9F2B4E4B6745F... Signature Adoption: Pre-selected Style Using IP Address: 47.222.11.1	Sent: 11/12/2021 3:22:08 PM Viewed: 11/12/2021 3:23:31 PM Signed: 11/12/2021 3:24:39 PM
Electronic Record and Signature Disclosure: Accepted: 11/12/2021 3:23:31 PM ID: 8ea53c5a-a8cb-4fd3-9e67-a578df3906b0		
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.104	Sent: 11/12/2021 3:24:45 PM Viewed: 12/15/2021 8:07:50 AM Signed: 12/15/2021 8:08:25 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: 12/15/2021 8:08:32 AM Viewed: 12/15/2021 8:16:28 AM Signed: 12/15/2021 8:16:36 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: 198.49.140.10	Sent: 12/15/2021 8:16:43 AM Viewed: 12/15/2021 9:10:29 AM Signed: 12/15/2021 9:11:16 AM
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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: 11/11/2021 4:37:08 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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: 11/12/2021 3:24:45 PM Viewed: 11/15/2021 8:45:52 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/15/2021 9:11:23 AM
Seth Garcia Seth.Garcia@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/24/2021 5:08:53 PM ID: 6d742198-7a10-4510-ac7b-9e1cbf868da0	COPIED	Sent: 12/15/2021 9:11:24 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/15/2021 9:11:25 AM
Jeromy Shaw JShaw@mccarthy.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/15/2021 9:11:26 AM
Steve Wilson SWilson@McCarthy.com Vice President Operations Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/15/2021 9:11:26 AM
Colleen Martindale CMartindale@mccarthy.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/15/2021 9:11:27 AM Viewed: 12/15/2021 9:20:38 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/15/2021 9:11:16 AM
Completed	Security Checked	12/15/2021 9:11:27 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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

- 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. 22-2282

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGER AT RISK CONTRACT WITH MCCARTHY BUILDING COMPANIES, INC., FOR CONSTRUCTION PHASE SERVICES FOR SOUTHEAST DENTON PACKAGE B IMPROVEMENTS FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7714 – AWARDED TO MCCARTHY BUILDING COMPANIES, INC., IN THE NOT-TO-EXCEED AMOUNT OF $21,582,378).

WHEREAS, the City of Denton has engaged in a request for qualifications for Southeast Denton Package B Improvements for the Capital Projects Department; and

WHEREAS, McCarthy Building Companies, Inc., was selected as the most qualified firm to provide construction manager at risk ("CMAR") services for the Southeast Denton Package B Improvements, and on December 14, 2021, the City Council approved the CMAR agreement for preconstruction phase services with McCarthy Building Companies, Inc., and funded preconstruction services in the not-to-exceed amount of $174,955.00 (Ordinance 21-2686); and

WHEREAS, McCarthy Building Companies, Inc., and the City, in accordance with the requirements of the CMAR agreement, solicited, received, and tabulated competitive bids and proposals for the CMAR agreement in accordance with the procedures of state laws and city ordinances, and rejected and re-solicited certain bids and proposals. The City Council ratifies and approves any such rejections and finds that the bids and proposals included in the Construction Phase Services Contract are the lowest responsible bids, provide the best value, and are in the best interest of the City; and

WHEREAS, the City Council desires to establish a not-to-exceed amount of $21,582,378.00 for the construction of the Southeast Denton Package B Improvements; and

WHEREAS, upon full review of all matters attendant and related thereto, the City Council is of the opinion that the City Manager, or their designee, should be authorized to execute a Construction Phase Services Contract with McCarthy Building Companies, Inc., for a Guaranteed Maximum Price that will not exceed $21,582,378.00 for the renovation of the Southeast Denton Package B Improvements; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are true and correct and are incorporated herewith as part of this ordinance.

SECTION 2. A not-to-exceed amount of $21,582,378.00 for the construction of the Southeast Denton Package B Improvements has been established and reviewed by the City Council

and found to be in the best interest of the City of Denton and its citizens, and is in all things approved.

SECTION 3. The City Manager, or their designee, is authorized to execute a Construction Phase Services Contract, attached hereto and incorporated herein, to the CMAR agreement previously approved by City Council on December 14, 2021 under Ordinance No. 21-2686, and all other necessary and related documents after the same have been reviewed and approved by the City Attorney, or their designee, with McCarthy Building Companies, Inc, for the construction of the Southeast Denton Package B Improvements with a CMAR Guaranteed Maximum Price that will not exceed $21,582,378.00.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Jesse Davis, District 3:	✓			
Alison Maguire, District 4:	✓			
Brandon Chase Mcgee, At Large Place 5:	✓			
Chris Watts, At Large Place 6:	✓			

PASSED AND APPROVED this the 15th day of November, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, 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: 2022.10.21 16:05:45 -05'00'

DocuSign Envelope ID: 9A21BACF-887D-42E0-8F13-E5E75BF8CE54

Docusign City Council Transmittal Coversheet

FILE	7714
File Name	CMAR Construction Services for SED-B
Purchasing Contact	Cori Power
City Council Target Date	NOVEMBER 15, 2022
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	22-2282

DocuSign Envelope ID: 9A21BACF-887D-42E0-8F13-E5E75BF8CE54

CITY OF DENTON, TEXAS

Construction Manager at Risk for Southeast Denton Neighborhood Area B (SED-B)

CONSTRUCTION MANAGER AT RISK
CONSTRUCTION PHASE SERVICES

CONTRACT NO. 7714

DocuSign Envelope ID: 9A21BACF-887D-42E0-8F13-E5E75BF8CE54

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ATTACHMENTS: EXHIBIT A SITE DESCRIPTION
EXHIBIT B APPROVED GMP NO. 1
EXHIBIT B-1 PROJECT DESCRIPTION
EXHIBIT B-2 TECHNICAL SPECIFICATIONS
EXHIBIT B-3 CONSTRUCTION DRAWINGS
EXHIBIT C GENERAL CONDITIONS

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CITY OF DENTON

Construction Manager at Risk for Southeast Denton Neighborhood Area B (SED-B)

CONSTRUCTION MANAGER AT RISK CONSTRUCTION SERVICES

GMP No. 1

Project No. 210001-4 CONTRACT NO. 7714

THIS AGREEMENT, made and entered by and between City of Denton, hereinafter designated the "City" and McCarthy Building Companies, Inc, hereinafter designated the "Construction Manager at Risk" or "CM@Risk"

RECITALS

A. The City Manager of the City of Denton, Texas, or their designee, is authorized and empowered by provisions of the City Charter to execute contracts for construction services.

B. The City intends to construct Southeast Denton Neighborhood Area B (SED-B) as more fully described in the Approved GMPs.

C. To undertake the construction administration of said Project the City has entered into a contract with Kimley Horn and Associates, Inc. hereinafter referred to as the "Design Professional."

D. The CM@Risk has represented to the City the ability to provide construction management services and to construct the Project and based on this representation the City engages the CM@Risk to provide these services and construct the Project.

E. Contract No. 7714 has been executed previously between City and CM@Risk to perform design phase services. Those services may continue during the duration of this contract.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

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Article 1 - Definitions

"Agreement" ("Contract") means this written document signed by the City and CM@Risk covering the construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract. The terms Agreement and Contract shall be used interchangeably throughout unless specifically stated otherwise.

"Approved GMP" means any GMP or GMP amendment agreed to by the parties in accordance with this Agreement.

"Change Directive" means a written order prepared and signed by City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Certificate of Substantial Completion" has the meaning given such term in Subsection 4.1.5.

"Change Order" means a type of contract amendment issued after execution of this Agreement or future GMP Amendments signed by City and CM@Risk, agreeing to changes to an agreement. The Change Order will state the following: the addition, deletion, or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Contract terms.

"City ("Owner" or "OWNER") means the City of Denton, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contact. Regulatory activities handled by the City of Denton Developmental Services, Fire and Planning Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.

"City's Representative" means the person designated in Subsection 8.3.1.2.

"City's Senior Representative" means the person designated in Subsection 8.3.1.1.

"CM@Risk" means the firm selected by the City to provide construction services as detailed in this Agreement.

"CM@Risk's Contingency" means a fund to cover cost growth during the project used at the discretion of the CM@Risk usually for costs that result from project circumstances. The amount of the CM@Risk's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CM@Risk's Contingency is described in Subsection 5.1.2.3.

"CM@Risk's Representative" means the person designated in Subsection 8.3.2.2. "CM@Risk's Senior

Representative" means the person designated in Subsection 8.3.2.1.

"Contract Documents" means the following items and documents in descending order of precedence executed by the City and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

"Construction Documents" The plans, specifications, and drawings prepared by the Design Professional and issued as approved for construction meaning the documents are sealed by the Design Professional, signed and acceptable for permitting. In the event of a conflict between this Agreement and the other Contract Documents, including the General Conditions, the terms of this Agreement will control.

"Construction Fee" means the lump sum amount for CM@Risk's administrative costs for branch or home

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office overhead, and profit at the time of GMP.

"Contract Price" means the amount or amounts set forth in Article 5.

"Contract Time" means the Days as set forth in Article 4 the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Project.

"Cost of the Work" The direct costs or stipulated rates necessarily incurred by the CM@Risk in the proper performance of the Work as set forth in Exhibit D. The Cost of the Work shall not include the CM@Risk's Construction Fee.

"Critical Path" means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

"Day(s)" mean calendar days unless otherwise specifically noted in the Contract Documents.

"Design Phase Contract" means the agreement between the City and CM@Risk for services provided by the CM@Risk during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, MBE/WBE/SBE utilization, subcontractor bid phase services, and GMP preparation.

"Design Professional" means a qualified, licensed design professional who furnishes design and/or construction administration services required for the Project. A Design Professional is referenced in Recital C, above.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Engineer" The qualified, licensed person, firm or corporation who furnishes engineering services required for the Project.

"Final Acceptance" means the completion of the Work as prescribed in Section 4.2.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"General Conditions Costs" Includes, but is not limited to the following types of costs for the CM@Risk during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in the direct employ of the CM@Risk or Subcontractors; and fees for licenses. The General Conditions Costs shall be included in the Cost of the Work.

"Guaranteed Maximum Price" or "GMP" means the sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CM@Risk's Contingency including authorized adjustments.

"GMP Amendment" means an amendment, executed in writing and signed by both parties, to the GMP.

"GMP Plans and Specifications" means the plans and specifications upon which the Guaranteed Maximum Price proposal is based as listed in the GMP proposal.

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"Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Milestones" - A principal event in the performance of the Work that the Contract requires CM@Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

"Notice to Proceed" or "NTP" means the directive issued by the City, authorizing the CM@Risk to start Work. Such notice shall be provided to the CM@Risk at least seven days prior to the commencement date stipulated herein and shall be provided no later than 30 days after the GMP proposal is approved by the City and all the required documentation is received by the City.

"Owner's Contingency" means a fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set solely by the Owner and will be in addition to the Project costs included in the CM@Risk's GMP packages. Use and management of the Owner's Contingency is described in Subsection 5.1.3.

"Payment Request" means the City form used by the CM@Risk to request progress payments for Work in accordance with Article 7.

"Performance Period" means the period of time allotted in the Contract Documents to substantially complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP proposal and shown on the Project Schedule.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM@Risk to illustrate materials or equipment for some portion of the Work.

"Project" means the Work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in each Approved GMP.

"Project Schedule" means a schedule, prepared and maintained by CM@Risk, describing the sequence and duration of the activities comprising the CM@Risk's plan to accomplish the Work within the Contract Times.

"Project Record Documents" means the documents created pursuant to Section 2.10.

"Samples" means physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be evaluated.

"Shop Drawings" mean drawings, diagrams, schedules, and other data specially prepared for the Work by the CM@Risk or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

"Site" means the land or premises on which the Project is located generally described in Exhibit A.

"Specifications" means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto as listed in the GMP proposal.

"Subcontractor" means an individual or firm having a direct contract with the CM@Risk who undertakes to perform a part of the construction phase Work for which the CM@Risk is responsible.

"Subconsultant" - A person, firm or corporation having a contract with the CM@Risk to furnish services

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required as its independent professional associate or consultant with respect to the Project.

"Sub-subcontractor or -subconsultant" – An individual or firm having a direct contract with any Subcontractor or any other individual firm having a contract with aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible or furnishes services required as its independent profession associate or consultant with respect to the Project, as applicable.

"Substantial Completion" means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by City Fire Marshall and local authorities; (ii) all systems in place, functional, and displayed to the City or its representative; (iii) all materials and equipment installed; (iv) all systems reviewed and accepted by the City; (v) draft O&M manuals and record documents reviewed and accepted by the City; (vi) City operation and maintenance training complete ; (vii) landscaping and site work; and (viii) final cleaning. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed letter pursuant to Subsection 2.4.3.

"Supplier" means a manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CM@Risk or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

"Work" means the entire completed construction or the various separately identifiable parts thereof, required by the Agreement to be furnished during the construction phase. "Work" includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources, and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

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Article 2 - CM@Risk's Services and Responsibilities

2.0 The CM@Risk shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all Work required by the contract document, and to completely and totally construct the same and install the material therein for the City. All Work will be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CM@Risk in Denton, Texas. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents as modified. It is not required that the services be performed in the sequence in which they are described.

2.1. General Services

2.1.1. CM@Risk's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. CM@Risk's Representative shall communicate regularly with City but not less than once a week and shall be vested with the authority to act on behalf of CM@Risk. CM@Risk's Representative may be replaced only with the written consent of City.

2.1.2 City's Project Management Information System (Procore)

2.1.2.1 The CM@Risk will be required to maintain all project records in electronic format. The City provides a web-based project management database which the CM@Risk will be required to utilize in the fulfillment of the contract requirements. Although this electronic platform does not fulfill this requirement in its entirety, the CM@Risk will be required to utilize this platform as the basis for this Work. Any documents submitted to the City in electronic format shall be considered equivalent to an original of such document.

2.1.2.2 The CM@Risk can expect to use Procore to process all primary level tri-partite contract documents related to the construction phase of the Project including but not limited to: requests for interpretation/information, potential Change Orders, Change Orders, construction meeting minutes, Submittals, Design Professional's supplemental instructions and Payment Requests.

2.1.2.3 The CM@Risk will be required to process information into electronic digital form. In order to fulfill this requirement, the CM@Risk shall provide all necessary equipment to perform the functions necessary to generate, convert, store, maintain, connect to Procore, and transfer electronic data.

2.1.2.4 CM@Risk shall provide a computerized networked office platform with broadband internet connectivity. Wired or wireless is acceptable. This platform shall function well in a web-based environment utilizing an internet browser compatible with the City Procore system.

2.2 Government Approvals and Permits

2.3.1 Unless otherwise provided, CM@Risk shall obtain or assist the City to obtain all necessary permits, approvals, and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. **The CM@Risk is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.**

2.3.2 Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

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2.3.3 City shall be responsible for all City of Denton review and permit(s) fees for building and demolition permits. City will also pay review and permit fees for grading and drainage, water, sewer right-of-way, and landscaping. City shall also pay for utility design fees for permanent services.

2.3.4 CM@Risk shall be responsible for all other permits and review fees not specifically listed in Subsection 2.3.3 above. CM@Risk is responsible for the cost of water meter(s), and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are the CM@Risk's responsibility.

2.4 Pre-construction Conference

2.4.1 Prior to the commencement of any Work, the City's Representative will schedule a pre-construction conference.

2.4.2 The purpose of this conference is to establish a working relationship between the CM@Risk, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Record Project Documents required, and emergency telephone numbers for all representatives involved in the course of construction.

2.4.3 The Notice to Proceed date will be concurred to. After the meeting a Notice to Proceed letter will be issued confirming the construction start date, Performance Period, and, if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion will be listed.

2.4.4 The CM@Risk shall provide a schedule of values based on the categories used in the buyout of the Work but not greater than the approved GMP and identifying the CM@Risk's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.

2.4.5 Minimum attendance by the CM@Risk shall be the CM@Risk's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CM@Risk's safety officer.

2.5 Control of the Work

2.5.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, CM@Risk shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit CM@Risk to complete the Work consistent with the Contract Documents.

2.5.2 CM@Risk shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. CM@Risk shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.

2.5.3 CM@Risk, the CM@Risk's Representative or other authorized representative shall be present at the Site at all times that construction activities are taking place.

2.5.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

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2.5.4 In the event of noncompliance with this Section, the City may require the CM@Risk to stop or suspend the Work in whole or in part. Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the CM@Risk's responsibility to ensure the Subcontractor employed for such Work is approved by the manufacturer.

2.5.5 Before ordering materials or doing work, the CM@Risk and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. With the exception of subsurface and otherwise mutually agreed upon inaccessible conditions, no increase to the approved GMP will be allowed because of differences between actual dimensions and the dimensions indicated in the Contract Documents; differences, which may be found, shall be submitted to the City for resolution before proceeding with the Work.

2.5.6 The CM@Risk shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM@Risk with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the City at once.

2.5.7 The CM@Risk shall establish and maintain all primary building and construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a licensed civil engineer or surveyor in the State of Texas.

2.5.8 Any person employed by the CM@Risk or any Subcontractor who, in the reasonable opinion of the City, does not perform his work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CM@Risk or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. **THE CM@RISK OR SUBCONTRACTOR SHALL KEEP THE CITY HARMLESS FROM DAMAGES OR CLAIMS WHICH MAY OCCUR IN THE ENFORCEMENT OF THIS SECTION.**

2.5.9 CM@Risk assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-subcontractor, including but not limited to any third-party beneficiary rights.

2.5.10 CM@Risk shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, CM@Risk agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.6 Control of the Work Site

2.6.1 Throughout all phases of construction, including suspension of Work, CM@Risk shall keep the Site reasonably free from debris, trash, and construction wastes to permit CM@Risk to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CM@Risk shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

2.6.2 CM@Risk shall take all reasonable steps, procedures, or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the local requirements.

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2.6.3 CM@Risk shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CM@Risk shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.6.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the CM@Risk. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all other adversity is solely the responsibility of the CM@Risk.

2.7 Shop Drawings, Product Data and Samples

2.7.1 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 CM@Risk proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.7.2 The CM@Risk shall review, approve, verify, and submit to the City each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit B as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the CM@Risk, which are not required by the Contract Documents, may be returned without action.

2.7.3 The CM@Risk 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 City. Such Work shall be in accordance with approved submittals.

2.7.4 By approving, verifying, and submitting Shop Drawings, Product Data, Samples, and similar submittals, the CM@Risk represents that the CM@Risk has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

2.7.5 The CM@Risk shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City‘s approval of Shop Drawings, Product Data, Samples or similar submittals unless the CM@Risk has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. The CM@Risk shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City’s approval thereof.

2.7.6 The CM@Risk shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.

2.7.7 Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

2.7.8 When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.8 Quality Control, Testing and Inspection

2.8.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

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2.8.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances, or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.8.3 The procedures and methods used to sample, and test material will be determined by the City.

2.8.4 The City may select a pre-qualified City or independent testing laboratory and may perform additional acceptance testing at the City's cost.

2.8.4.1 When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid for by the CM@Risk. CM@Risk's Contingency cannot be utilized for the cost of re-testing.

2.8.4.2 When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.8.5 The CM@Risk will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.8.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.8.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the CM@Risk as a Cost of the Work, unless otherwise provided in the Contract Documents or unless required by Chapter 2269 of the Texas Government Code.

2.8.8 CM@Risk's convenience and quality control testing and inspections shall be the sole responsibility of the CM@Risk and paid by the CM@Risk as a Cost of the Work.

2.9 **Trade Names and Substitutions**.

2.9.1 Contract Document references to equipment, materials, or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, substitute, or alternate items may be permitted, subject to the following:

2.9.2 The substitution shall be submitted by CM@Risk in writing to the City.

2.9.3 The CM@Risk shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.9.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.9.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

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2.9.6 The CM@Risk if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.9.7 The City will make the final decision and will notify the CM@Risk in writing as to whether the substitution has been accepted or rejected. If the City does not respond in a timely manner, the CM@Risk shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

2.10 Project Record Documents

2.10.1 During the construction period, the CM@Risk shall maintain at the jobsite a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.10.1.1 The CM@Risk shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings
- Depths of foundations
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.10.1.2 Mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

2.10.1.3 Note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.10.1.4 The CM@Risk shall as a condition of Substantial Completion, submit Project Record Drawing and Shop Drawings prints to the City or its representative for review and comment.

2.10.2. Upon receipt of the reviewed Project Record Drawings from the City, the CM@Risk shall correct any deficiencies and/or omissions to the drawings and prepare for submission to the City within 14 Days.

2.11 Project Safety

2.11.2. CM@Risk recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.11.3. CM@Risk assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.11.4. CM@Risk shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract

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Documents, CM@Risk's safety representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.11.5. The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CM@Risk's personnel, Subcontractors, and others as applicable.

2.11.6. CM@Risk and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.11.7. CM@Risk will immediately report in writing any safety-related injury, loss, damage, or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.11.8. CM@Risk's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.12 Warranty

2.12.1 CM@Risk warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.12.2. CM@Risk's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than CM@Risk or anyone for whose acts CM@Risk may be liable.

2.12.3. CM@Risk's warranty obligation shall be for two years.

Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. CM@Risk will provide City with all manufacturers' warranties upon Substantial Completion.

2.13 Correction of Defective Work

2.13.2. CM@Risk agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of two years from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.13.3. During the Work, CM@Risk shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk with written notice that City will commence correction of such nonconforming Work with its own forces.

2.13.4. CM@Risk shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above, within seven Days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage

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caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps within such seven Day period, City, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk with written notice that City will commence correction of such nonconforming Work with its own forces.

2.13.5. If City does perform such corrective Work, CM@Risk shall be responsible for all reasonable costs incurred by City in performing such correction.

2.13.6. If the nonconforming Work creates an emergency requiring an immediate response, the CM@Risk will respond and initiate corrections within twenty-four hours.

2.13.7. The two-year period referenced in Subsection 2.12.1 above applies only to CM@Risk's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding CM@Risk's other obligations under the Contract Documents.

2.14. Leadership in Energy & Environmental Design

The CM@Risk shall provide an easily accessible area to serve the construction site and is dedicated to the separation, collection, and storage of materials for recycling including (at a minimum) paper, glass, plastics, metals, and designate an area specifically for construction and demolition waste recycling. The CM@Risk must provide documentation that the materials have been taken to a Denton county approved recycling facility.

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Article 3 - City's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 City shall, throughout the performance of the Work, cooperate with CM@Risk and perform its responsibilities, obligations, and services in a timely manner to facilitate CM@Risk's timely and efficient performance of the Work and so as not to delay or interfere with CM@Risk's performance of its obligations under the Contract Documents.

3.1.2 City shall furnish at the CM@Risk's request, at no cost to the CM@Risk, a CADD file of the Construction Documents in AutoCAD format compatible with City of Denton Engineering and Architectural Services Department CADD technology.

3.1.3 The City will provide training in the use and operation of the PROMIS system.

3.2 City's Representative

3.2.1 City's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit CM@Risk to fulfill its obligations under the Contract Documents.

3.2.2 City's Representative shall also provide CM@Risk with prompt notice if it observes any failure on the part of CM@Risk to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Contract Documents.

3.2.3 The City may utilize field inspectors to assist the City's Representative during construction in observing performance of the CM@Risk. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory agency or with an inspector from a City laboratory pursuant to Subsection 2.8.4.

3.2.3.1 Through onsite observation of the Work in progress and field checks of materials and equipment, the inspector shall endeavor to provide protection against defects and deficiencies in the Work.

3.2.3.2 The inspector will be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.3 The inspector will not be authorized to issue instructions contrary to the Construction Documents or to act as a foreman for the CM@Risk.

3.2.3.4 The inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.2.3.5 The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequence or procedures, or for safety precautions or programs or responsibility for the CM@Risk's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The City may contract separately with one or more Design Professionals to provide construction administration of the project. The Design Professional's contract as well as other firms hired by the City shall be furnished to the CM@Risk. The CM@Risk shall not have any right however, to limit or restrict any contract modifications that are mutually acceptable to the City and Design Professional.

3.3.2 The City may contract with the Design Professional to provide some or all of the following

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services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The City and CM@Risk shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

3.3.2.2 Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and work in progress and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional will keep the City informed of progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority to reject construction which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Section 2.8.

3.3.2.3 Review and approve or take other appropriate action upon the CM@Risk's submittals such as Shop Drawings, Product Data and Samples in accordance with Section 2.7.

3.3.2.4 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CM@Risk. The Design Professional's response to such requests will be made with reasonable promptness and within any time limits agreed upon.

3.3.2.5 Prepare Change Orders and may authorize minor changes in the Work as provided in Subsection 6.6.1.

3.3.2.6 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.7 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by the CM@Risk.

3.4 **City's Separate Contractors.** City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with, CM@Risk in order to enable CM@Risk to timely complete the Work consistent with the Contract Documents. Any City separate contractors will be subject to City insurance and subrogation requirements.

3.5 **Permit Review and Inspections**.

3.5.1 If requested by the CM@Risk, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

3.5.2 Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

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4.0. Contract Time.

4.0.1. Contract Time shall start with the commencement date established in the Notice to Proceed for GMP No. 1 and end with Substantial Completion.

4.0.2. Each GMP will establish a separate commencement date and a date of Substantial Completion and a Performance Period. The Performance Periods may not be sequential and may run concurrently. The Period to achieve Substantial Completion for each GMP shall be set forth in each GMP submission.

4.0.3. CM@Risk agrees that it will commence performance of the Work and achieve the Performance Periods and Contract Time.

4.0.4. All of the times set forth in this Article 4 shall be subject to adjustment in accordance Article 6.

4.1. Substantial Completion

4.1.1. Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion shall be in accordance with its definition in Article 1. and with the criteria set forth in the Notice to Proceed.

4.1.2. Prior to notifying the City in accordance to Subsection 4.1.3 below, the CM@Risk shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The CM@Risk shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CM@Risk to complete all Work in accordance with the Contract Documents.

4.1.3. CM@Risk shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4. Within five (5) days of City's receipt of CM@Risk's notice, City and CM@Risk will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5. If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CM@Risk's responsibility for the Project's security, maintenance, utilities, and insurance pending Final Acceptance, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6. City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Subsection 4.1.5 above, (ii) CM@Risk and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CM@Risk agree that City's use or occupancy will not interfere with CM@Risk's completion of the remaining Work.

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4.2. **Final Acceptance.** Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, City and CM@Risk will jointly inspect to verify that the remaining items of Work have been completed as set forth in Subsection 4.1.5. The City will issue a Final Acceptance Letter and payment pursuant to Section 7.5.

4.3. **Liquidated Damages.**

4.3.1. CM@Risk recognizes that *time is of the essence* for the CM@Risk to achieve Substantial Completion and City will suffer financial loss if the Work is not completed within the Contract Time. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City Two Thousand Dollars ($2,000.00) for each day that expires after the Contract Time, as adjusted in accordance with this Contract, until the Day that Substantial Completion occurs.

4.3.2. The City may at its sole discretion deduct from any monies due or which may become due the CM@Risk, a sum as specified herein, for each and every calendar day that the Work shall remain uncompleted. This sum shall be considered, not as penalty, but as the cost(s) for substantial losses suffered by the public and the City. Liquidated damages are intended to compensate the City for the CM@Risk's failure to meet the deadlines set forth herein, and shall not excuse the CM@Risk from liability from any other breach of requirements of the Contract Documents, including any failure of the Work to conform to applicable requirements. The CM@Risk agrees that the sums in Section 4.3.1 are reasonable in light of the anticipated or actual harm caused by the delay and breach, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.

4.3.3. The parties acknowledge, covenant, and agree that the daily basis and the amount set forth above for liquidated damages are reasonable because of the unique nature of the Project as a benefit to the public; the fact that inconvenience to the public will be one of the significant impacts of any failure by the CM@Risk to timely complete the Work; and that it is impracticable and extremely difficult to ascertain and determine the actual losses which would accrue to the City and the public. Permitting the CM@Risk to continue and finish the Work, or any portion thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

4.4. The CM@Risk and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons and damages incurred by the CM@Risk for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except actual profit arising directly from the completed Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 9. Nothing contained in this Section 4.4 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

4.5. **Project Schedule**

4.5.1. The Project Schedule approved as part of a GMP shall be updated and maintained throughout the Work.

4.5.2. The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CM@Risk of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

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4.5.3. Updated Project Schedules shall be submitted monthly in electronic forms to the City as part of the Payment Request.

4.5.4. CM@Risk shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to Project Schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP proposal and within the Contract Time. Each status report shall also include the following:

- Description of problem tasks (referenced to field instructions, requests for information (RFI's), as appropriate.
- Current and anticipated delays including:
  - Cause of the delay
  - Corrective action and schedule adjustments to correct the delay
  - Known or potential impact of the delay on other activities, Milestones, and the date of Substantial Completion.
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
  - Time Extension requests
  - Other items
- Substantial Completion date status:
  - If ahead of schedule, the number of calendar Days ahead.
  - If behind schedule, the number of calendar Days behind.
- Other project or scheduling concerns

4.5.5. City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the CM@Risk from compliance with the requirements of the Contract Documents or be construed as relieving the CM@Risk of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

4.5.6. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.5.6.1. The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.5.6.2. The CPM diagram schedule shall indicate all relationships between activities.

4.5.6.3. The activities making up the schedule shall be sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4.5.6.4. The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values but the Project Schedule is not required to be cost-loaded.

4.5.6.5. The CPM diagram schedule shall show all critical submittals associated with each work activity and the review time for each submittal.

4.5.6.6. The Project Schedule shall show Milestones, including Milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the CM@Risk activities.

4.5.6.7. The Project Schedule shall include a Critical Path activity that reflects anticipated rain delay

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during the performance of the Contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.

4.5.7. The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.5.8. Float time shall be as prescribed below.

4.5.8.1. The total Float within the overall Project Schedule, is not for the exclusive use of either the City or the CM@Risk but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract Milestones and the Project contract time.

4.5.8.2. The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the Project Schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.

Since Float time within the Project Schedule is jointly owned, it is acknowledged that delays on the Project may be offset by time savings.

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Article 5- Guaranteed Maximum Price

5.0. The CM@Risk agrees to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all liens, provided that Owner has met its payment obligations under this Agreement, in the manner and under the conditions specified within the time, or times, stated in the approved GMP proposal.

5.1. Guaranteed Maximum Price.

5.1.1. The Guaranteed Maximum Price will be as approved in the Guaranteed Maximum Price proposal attached as an Exhibit.

5.1.2. Guaranteed Maximum Price is composed of the following lump sum amounts defined below. The CM@Risk is at risk to cover any additional Project costs.

5.1.2.1 Cost of the Work, General Conditions Costs and the Construction Fee are firm fixed lump sums, but subject to adjustments as permitted in the contract Documents.

5.1.2.2 Any additional fees tied to use of the Owner's Contingency shall not exceed 6.95% of any approved use of Owner's Contingency, subject to adjustments as permitted in the Contract Documents.

5.1.2.3 CM@Risk's Contingency is a firm fixed lump sum amount the CM@Risk may use under the following conditions:
(1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs, which approval will not be unreasonably withheld. CM@Risk's Contingency is assumed to be a direct project cost so will have received all markups at the time of GMP submission.

5.1.2.3.1 When the CM@Risk utilize CM@Risk's Contingency funds, the CM@Risk shall make the appropriate changes to the schedule of values with the next regular progress payment request. The CM@Risk shall deduct the amount of CM@Risk's Contingency funds used from the CM@Risk's Contingency line item and adding the same amount to the line item on the schedule of values where the funds were used. If the CM@Risk's Contingency funds are used for a new line item that was not given with the original schedule of values, that will be so indicated.

5.1.2.4 As a City public procurement project this Project is tax exempt. Appropriate tax exemption forms shall be provided to the CM@Risk.

5.1.3 Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CM@Risk, the sum of which will be the total contract price for construction. Markups for Construction Fee and taxes will be applied by the CM@Risk at the time that Owner's Contingency is used.

5.1.4 The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.

5.1.5 GMPs are cumulative including CM@Risk Contingency. The amount of CM@Risk Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@Risk's risk from that point in the project forward.

5.1.5.1 If the GMP requires an adjustment due to changes in the Work or other causes as allowed in the Contract Documents, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in Article 6.

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6.0. Delays to the Work

6.0.1. If CM@Risk is delayed in the performance of the Work that will cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CM@Risk is responsible, the Contract Times for performance shall be reasonably extended by Change Order.

6.0.2. The CM@Risk shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary. Such notice shall not be later than fourteen (14) Days after such condition or event has been encountered.

6.0.3. By way of example, events that will entitle CM@Risk to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.0.4. If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and that weather conditions had an adverse effect on the scheduled Substantial Completion.

6.0.5. It is understood, however, that permitting the CM@Risk to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.0.6. In addition to CM@Risk's right to a time extension for those events set forth in this Section, CM@Risk shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CM@Risk and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. In the event of an occurrence under this Section, the CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, shall immediately notify the City of Denton Project 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.

6.2 Differing Site Conditions

6.2.1 If CM@Risk encounters a Differing Site Condition, CM@Risk will be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CM@Risk's cost and/or time of performance are adversely impacted by the Differing Site Condition.

6.2.2 Upon encountering a Differing Site Condition, CM@Risk shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CM@Risk shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

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6.3 Errors, Discrepancies and Omissions.

6.3.1 If the CM@Risk observes errors, discrepancies, or omissions in the Contract Documents, they shall promptly notify the Design Professional and request clarification.

6.3.2 If the CM@Risk proceeds with the Work affected by such known errors, discrepancies, or omissions, without receiving such clarifications, they do so at their own risk. Adjustments involving such circumstances made by the CM@Risk prior to clarification by the Design Professional shall be at the CM@Risk's risk.

6.4 City Requested Change in Work.

The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.4.1 Such alterations and changes shall not invalidate this Agreement nor release the surety and the CM@Risk agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.4.2 The City will request a proposal for a change in Work from CM@Risk, and an equitable adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.5. Legal Requirements.

6.5.1. The Contract Price and/or Contract Times shall be adjusted to compensate CM@Risk for the effects of any changes in the Legal Requirements enacted after the date of the Agreement or the date of the GMP proposal, affecting the performance of the Work.

6.6. Change Directives and Change Orders.

6.6.1. City and CM@Risk shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.6.2. All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents

6.7. Minor Changes in the Work

6.7.1. The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CM@Risk. The CM@Risk shall carry out such written orders promptly.

6.7.2. CM@Risk may make minor changes in Work, provided, however that CM@Risk shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CM@Risk.

6.7.3. Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times.

6.8. Contract Price Adjustments

6.8.1. The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

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6.8.1.1. Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

6.8.1.2. A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; or

6.8.1.3. Estimated cost of the Work, General Conditions Costs, if applicable, Construction Fee and tax.

6.8.2. The markups that shall be allowed on such changes shall be no greater than fifteen percent (15%).

6.8.3. If an increase or decrease cannot be agreed to as set forth in Subsections 6.8.1.1 through 6.8.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit as shown in each GMP exhibit, as may be set forth in the Agreement. CM@Risk shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

6.8.4. If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to City or CM@Risk because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.8.5. If City and CM@Risk disagree upon whether CM@Risk is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CM@Risk shall resolve the disagreement pursuant to Article 8 hereof.

6.8.5.1. As part of the negotiation process, CM@Risk shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.8.5.2. If the parties are unable to agree and City expects the CM@Risk to perform the services in accordance with City's interpretations, CM@Risk shall proceed to perform the disputed services, conditioned upon City issuing a written order to CM@Risk (i) directing CM@Risk to proceed and (ii) specifying City's interpretation of the services that are to be performed.

6.8.6. **Emergencies.** In any emergency affecting the safety of persons and/or property, CM@Risk shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

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Article 7- Procedure for Payment

7.0. For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the said CM@RISK the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes, if any, and the CM@Risk's Construction Fee, but no more than the GMP as adjusted by any Change Orders. Payment for the specific work under this Agreement will be made in accordance with payment provisions detailed below.

7.1. GMP Payment Request

7.1.1. At the pre-construction conference prescribed in Section 2.4, CM@Risk shall submit for City's review and approval a schedule of values. The schedule of values will serve as the basis for monthly progress payments made to CM@Risk throughout the Work.

7.1.2. At least five (5) working days prior to the date established for a Payment Request, the CM@Risk shall submit an updated Project Schedule and meet with the City's Representative to review the progress of the Work as it will be reflected on the Payment Request.

7.1.3. The Payment Request shall constitute CM@Risk's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that all Work will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project and payment, therefore.

7.1.4. The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved Project Schedule.

7.1.4.1. For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances upon payment, therefore.

7.1.4.2. For materials and equipment stored off the Site and included in Payment Request, the City must approve the storage. The material and equipment must be stored within Denton County and be accessible for City's inspection. The CM@Risk must protect the City's interest and shall include applicable insurance, bonding, storage, and transportation to the Site.

7.1.4.3. All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

7.1.5. CM@Risk shall submit payment requests to the City at the beginning of each month beginning with the first month after the construction Notice to Proceed.

7.1.6. With every Payment Request for the Work, CM@Risk will submit an affidavit stating that the CM@Risk has complied with the requirements of Chapter 2258, Texas Government Code. The parties hereto agree that any electronic copy of such affidavit shall be treated as an original for all intents and purposes.

7.2. Payment of GMP

7.2.1. City shall make payment in accordance with the provisions of this Contract and Chapter 2251 of the Texas Government Code. Payment will be made no later than thirty (30) Days after the Payment Request is received by the City, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

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7.2.2. City shall pay CM@Risk all amounts properly due. If City determines that there is an error in the Payment Request and the CM@Risk is not entitled to all or part of a Payment Request, it will notify CM@Risk in writing within twenty-one (21) Days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CM@Risk must take to rectify City's concerns. CM@Risk and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, CM@Risk may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.3. Retention on GMP

7.3.1. City will retain five percent (5%) of each Payment Request amount provided.

7.4. **Substantial Completion.** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CM@Risk all retained amounts relating, as applicable, to the entire Work or substantially completed portion of the Work, less an amount of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5. Final Payment

7.5.1. After receipt of a final Payment Request, City shall make final payment 30 days after the receipt by the City, provided that CM@Risk has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.

7.5.2. At the time of submission of its final Payment Request, CM@Risk shall provide the following information

7.5.2.1. An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished or incurred for or in connection with the Work which will in any way affect City's interests;

7.5.2.2. A general release executed by CM@Risk waiving, upon receipt of final payment by CM@Risk, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment;

7.5.2.3. Conditional waivers and releases executed by all Subcontractors; and

7.5.2.4. Consent of CM@Risk's surety, if any, to final payment (original with raised seal).

7.6. Payments to Subcontractors or Suppliers

7.6.1. CM@Risk shall pay its Subcontractors or suppliers within ten (10) Days of receipt of each progress payment from the City. The CM@Risk shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the CM@Risk shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CM@Risk shall pay Subcontractors or suppliers the reduced retention within ten (10) Days of the payment of the reduction of the retention to the CM@Risk. No contract between CM@Risk and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2. If the CM@Risk fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CM@Risk agrees that the City may take such actions:

7.6.2.1. To hold the CM@Risk in default under this Agreement;

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7.6.2.2. Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3. Reject all future offers to perform work for the City from the CM@Risk for a period not to exceed one year from Substantial Completion date of this Project; or

7.6.2.4. Terminate this Agreement.

7.6.3. All funds paid to the CM@Risk are paid in trust and shall be used for payment of the Subcontractors and Suppliers who have performed work on the Project before the CM@Risk may use any of the funds for any other purpose. Nothing in this provision shall prohibit the CM@Risk from withholding any funds in dispute or back charges or offsets under the provisions of the Subcontract. The CM@R shall include a trust fund provision in each subcontract requiring the subcontractor to hold any payment its receives in trust and to use them for payment of its subcontractors and suppliers who have performed work on the Project before Subcontractor may use the funds for any other purpose.

7.6.4. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5. CM@Risk shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7. Record Keeping and Finance Controls

7.7.1. Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CM@Risk shall be kept on a generally recognized accounting basis and shall be available for three years after Final Acceptance of the Project.

7.7.2. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders. Notwithstanding the foregoing, the composition of any stipulated rates shall not be subject to audit.

7.7.3. The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading, or inaccurate cost and pricing data.

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Article 8- Claims and Disputes

8.0. Requests for Contract Adjustments and Relief.

8.0.1. If either CM@Risk or City believes that it is entitled to relief against the other for any event arising out of or related to the Contract, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.0.3. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) Days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1. Dispute Avoidance and Resolution

8.1.1. The parties are fully committed to working with each other throughout the Project and agree to always communicate regularly with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CM@Risk and City each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

8.1.2. CM@Risk and City will first attempt to resolve disputes or disagreements at the field level through discussions between CM@Risk's Representative and City's Representative.

8.1.3. If a dispute or disagreement cannot be resolved through CM@Risk's Representative and City's Representative, CM@Risk's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. Should this effort be unsuccessful then the parties may proceed to take appropriate action to enforce any rights or obligations pursuant to the provisions of the Contract.

8.2. Duty to Continue Performance Unless provided to the contrary in the Contract Documents or as provided by statute, CM@Risk shall continue to perform the Work and City shall continue to satisfy its payment obligations to CM@Risk, pending the final resolution of any dispute or disagreement between CM@Risk and City.

8.3. Representatives of the Parties

8.3.1. City's Representatives

8.3.1.1. City designates the City engineer or their designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3.

8.3.1.2. City designates the City's project manager as its City's Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2.

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8.3.2. CM@Risk's Representatives

8.3.2.1. CM@Risk designates the individual listed below as its Senior Representative ("CM@Risk's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3:

David Wallace, P.E., Project Director
12001 N Central Expy, #400
Dallas, TX 75243, (972) 991-5500

8.3.2.2. CM@Risk designates the individual listed below as its CM@Risk's Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2:

Riley Seahorn, Project Manager
12001 N Central Expy, #400
Dallas, TX 75243, (972) 991-5500

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Article 9 – Suspension and Termination

9.0. City's Right to Stop Work

9.0.1. City may, at its discretion and without cause, order CM@Risk in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive Days.

9.0.2. CM@Risk may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1. Termination for Convenience

9.1.1. Upon receipt of written notice to CM@Risk, City may, at its discretion and without cause, elect to terminate this Agreement. In such event, City shall pay CM@Risk only the direct value of its completed Work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2. If the City suspends the Work for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such termination, the CM@Risk shall proceed with the following obligations:

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the Work terminated.

9.1.3.4 Assign to the City all right, title and interest of the CM@Risk under the subcontracts terminated, in which case the City shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

9.1.3.5 Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the CM@Risk and which the City has or may acquire an interest.

9.1.4 The CM@Risk shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.

9.1.5 The City shall pay CM@Risk the following.

9.1.5.1 The direct value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 The reasonable costs and expenses attributable to such termination.

9.1.5.3 CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it appears the CM@Risk would have sustained a loss on the entire Work had it been completed, the CM@Risk shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 The CM@Risk shall maintain all records and documents for three years after final settlement. These shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2. City's Right to Perform and Terminate for Cause

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9.2.1. If the City provides the CM@Risk with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CM@Risk fails to comply in a time frame specified, the City may have a portion of the Work included in the written order accomplished by other sources.

9.2.2. If CM@Risk persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed within the Contract Times, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.

9.2.3. Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) Days of CM@Risk's receipt of such notice.

9.2.3.1. If CM@Risk fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CM@Risk of its intent to terminate within an additional seven (7) Day period.

9.2.3.2. If CM@Risk, within such second seven (7) Day period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to CM@Risk of such declaration.

9.2.4. Upon declaring the Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials which have been purchased for the performance of the Work, all of which CM@Risk hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.5. In the event of such termination, CM@Risk shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the CM@Risk will only be entitled to be paid for Work performed and accepted by the City prior to its default.

9.2.6. If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CM@Risk shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the reprocurement and defense of claims arising from CM@Risk's default.

9.2.7. If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

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Article 10 - Insurance and Bonds

10.0. Insurance Requirements

10.0.1 CM@Risk and Subcontractors shall procure and maintain until all of their obligations under this agreement have been discharged, including until any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Work hereunder by the CM@Risk, their agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The City in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the Work under this Agreement by the CM@Risk, their agents, representatives, employees, or subcontractors. CM@Risk is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope and Limits of Insurance. CM@Risk shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

• General Aggregate/for this Project	$2,000,000/$1,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Denton, its Officials, and Employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk. This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."**

10.1.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Denton, its Officials, Employees, and Volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk, including automobiles owned, leased, hired or borrowed by the CM@Risk This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."**

10.1.3 Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease - Each Employee	$100,000
Disease – Policy Limit	$500,000

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This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."

10.1.4 Builders' Risk Insurance or Installation Floater
In an amount equal to the initial Contract Price plus additional coverage equal to Contract Price for all subsequent Amendments and/or Change Orders.

10.1.4.1 The City of Denton, its Officials, and Employees, the CM@Risk, and Subcontractors, shall be **named as Additional Insureds** on the policy**.**

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for flood and earth movement.**

10.1.4.3 Policy shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Denton, has an insurable interest in the property required to be covered.

10.1.4.4 Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.1.4.5 Policy must provide coverage from the time any covered property becomes the responsibility of the CM@Risk, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

10.1.4.6 This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."

10.1.4.7 CM@Risk is responsible for the payment of all policy deductibles.

10.2 **Additional Insurance Requirements.** The policies shall include, or be endorsed to include the following provisions:

10.2.1 On insurance policies where the City of Denton is named as an additional insured, the City of Denton shall be an additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required by this Agreement.

10.2.2 The CM@Risk's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.3 Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.3 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage, materially changed, or endorsed to lower limits except after thirty (30) Days prior written notice has been given to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.

10.4 **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Texas and with an "A.M. Best" rating of at least A or better.

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The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.

10.5 Verification of Coverage

10.5.1 CM@Risk shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.5.2 All certificates and endorsements are to be received and approved by the City before Work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the contract.

10.5.3 All certificates required by this Agreement shall be sent directly to City's Senior Representative. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CM@Risk must:

- **Submit a current insurance certificate (dated within 15 Days of the Payment Request submittal) with each Payment Request form. The Payment Request will be rejected if the insurance certificate is not submitted with the Payment Request.**

10.6 **Subcontractors.** CM@Risk's certificate(s) shall include all Subcontractors as additional insureds under its policies **or** CM@Risk shall furnish to the City separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 **Approval.** Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

10.8 Bonds and Other Performance Security.

10.8.1 Prior to execution of this Agreement, the CM@Risk must provide a performance bond and a labor and materials bond, each in an amount equal to the total contract price of the GMP set forth in this Agreement. In addition to any criteria set forth in this provision, the performance and payment bonds must comply with all requirements of Chapter 2253 of the Texas Government Code.

10.8.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Texas, issued by the Director of the Texas Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued, updated, or certified within two years prior to the execution of this Agreement.

10.8.3 The bonds shall be made payable and acceptable to the City of Denton.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Texas or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

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10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CM@Risk shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of “A- or better for the prior four quarters” by the A.M. Best Company.

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Article 11 - Indemnification

11.1 CM@Risk's General Indemnification.

11.1.1 CM@Risk agrees to indemnify and save harmless the City of Denton, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of the Contract Documents or on account of any act, claim or amount arising or recovered under worker's compensation law or arising out of the failure of the CM@Risk to conform to any statutes, ordinances, regulation, law or court decree, provided that such indemnification obligation shall not apply to the extent such suits, claims, losses and expenses arise from the negligence or willful misconduct of an indemnitee. It is agreed that the CM@Risk will be responsible for primary loss investigation, defense, and judgment costs where this contract of indemnity applies. In consideration of the award of this Contract, the CM@Risk agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.

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Article 12 – General Provisions

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) and used as the basis for the Guaranteed Maximum Price Proposal; GMP, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Contract, the Contract Documents take precedence over the Design Phase Contract

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between City and CM@Risk and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 Time is of the Essence. City and CM@Risk mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 Mutual Obligations. City and CM@Risk commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 Cooperation and Further Documentation. The CM@Risk agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.6 Assignment. Neither CM@Risk nor City shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

12.7 Successorship. CM@Risk and City intend that the provisions of the Contract Documents are

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binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 **Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the CM@Risk, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CM@Risk and not for the benefit of any other party.

12.9 **Governing Law.** The Agreement and all Contract Documents shall be deemed to be made under and shall be construed in accordance with and governed by the laws of the State of Texas without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought and tried in the district courts of Denton County, Texas, and for this purpose, each party hereby expressly and irrevocably consents to the sole and exclusive jurisdiction and venue of such Court with the City consenting only to the extent allowed by statute and otherwise reserving all rights and defenses.

12.10 **Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 **Compliance with Federal Laws.** CM@Risk understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these laws, as well as any other federal laws that may apply, in performing the Contract Documents and to permit the City to verify such compliance.

12.12 **Legal Requirements.** CM@Risk shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements. It is not the CM@Risk's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CM@Risk recognizes that portions of the Construction Documents are at variance therewith, the CM@Risk shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.

12.13 **Fair Treatment of Workers.** The CM@Risk shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. They shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring fair and equal treatment for all employees and against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The CM@Risk shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.

12.14 **Independent Contractor.** The CM@Risk is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the CM@Risk as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CM@Risk shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 **Survival.** All warranties, representations, and indemnifications by the CM@Risk shall survive the completion or termination of this Agreement.

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12.16 **Covenant Against Contingent Fees**. The CM@Risk warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for

a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Denton has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Denton shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.17 **No Waiver.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.18 **Notice.**

12.18.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or mailed by certified mail, postage prepaid, return receipt requested or by e-mail; provided however, that e-mail shall not be a permissible method of delivery for any notice, request, instruction or other document that requires execution by both parties, and shall be deemed given upon (a) confirmation of receipt of an e-mail transmission,(b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:

McCarthy Building Companies, Inc.
Attn: David Wallace, P.E., Project Director
12001 N Central Expy, #400
Dallas, TX 75243, (972) 991-5500

to City:

Materials Management
ATTN: Contract 7714; Purchasing Manager
901b Texas Street
Denton, Texas 76209
purchasing@cityofdenton.com

With a Copies to:

City Attorney
215 E. McKinney Street
Denton, Texas 76201
legal@cityofdenton.com

Seth Garcia
401 N. Elm
Denton, Texas 76201
Seth.garcia@cityofdenton.com

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the

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notice as of the date of such rejection, refusal, or inability to deliver.

12.18.2 **Notices Related to Payment, Securities-in-lieu, Bonds**. Any notice, request, instruction, or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds, or other instrument securing the performance of this Agreement, including

but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to Contractor:

McCarthy Building Companies, Inc.
Attn: David Wallace, P.E., Project Director
12001 N Central Expy, #400
Dallas, TX 75243, (972) 991-5500

to City:

Materials Management
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12.19 Equal Opportunity/Affirmative Action

12.19.1 The CM@Risk shall comply with the provisions of this Agreement, and the requirements of state, federal, and local law and regulation, pertaining to discrimination and accepting applications or hiring employees. The CM@Risk shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The CM@Risk will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age, or

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disability. Such action shall include but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or

services in connection with this Agreement. The CM@Risk further agrees that this clause will be incorporated in all subcontracts, job-consultant contracts of this Contract entered into by the CM@Risk.

12.19.2 The City extends to each individual, firm, vendor, supplier, contractor, and Subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of Disadvantaged and/or Minority-owned or Woman-owned business to reflect both the industry and community ethnic composition.

12.19.3 The following two paragraphs apply to the CM@Risk named herein and shall appear in all contracts between the CM@Risk and any and all Subcontractors who are employed on this Project. The CM@Risk further agrees that the two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract.

"Any Party (Subcontractor), in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice.

The Party (Subcontractor) will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship."

12.20 Confidentiality of Plans & Specifications

12.20.1 Any plans or specifications you receive regarding this Project are for official use only. You may not share them with others except as required to fulfill the obligations of your Contract with the City.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by the CM@Risk shall include the following language: "These plans are for official use only and may not be shared with others except as required to fulfill the obligations of your contract with the City of Denton".

12.21 Hazardous Materials

12.21.1 Unless included in the Work, if the CM@Risk encounters onsite material which they reasonably believe to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, they shall immediately stop work and report the condition to the City.

12.21.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CM@Risk shall not resume work in the affected area until the material has been abated or rendered harmless. The CM@Risk and the City may agree, in writing, to continue work in non-affected areas onsite.

12.21.3 An extension of Contract Time may be granted in accordance with Article 6.

12.21.4 The CM@Risk will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

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12.22 **Traffic Control.** CM@Risk will comply with all provisions of the then current Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

12.23 **Immigration Nationality Act**. CM@Risk 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, CM@Risk shall provide City with copies of all I-9 forms and supporting eligibility documentation for each CM@Risk employee who performs work under this Agreement. CM@Risk 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 CM@Risk employee who is not legally eligible to perform such services**. CM@RISK SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CM@Risk's EMPLOYEES.** City, upon written notice to CM@Risk, shall have the right to immediately terminate this Agreement for violations of this provision by CM@Risk.

12.24 **Prohibition on Contracts with Companies Boycotting Israel**. CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

12.25 **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**. CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

12.26 **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**. CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

12.27 **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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk, 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.

12.28 **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.

This Contract will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on 11/15/2022.

CM@RISK

MCCARTHY BUILDING COMPANIES, INC.

By: DocuSigned by: Nathan Kowallis
CB42275035AC4F3...

Title: Sr. Vice President

CITY OF DENTON, TEXAS

BY: DocuSigned by: Sara Hensley
5266DB2968704A3...

SARA HENSLEY
CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: DocuSigned by: Rosa Rios
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by: Marcella Lunn
4B070831B4AA438...

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

DocuSigned by: Rebecca Diviney
SIGNATURE

Rebecca Diviney
PRINTED NAME

Director of Capital Projects/City Engineer
TITLE

Capital Projects Engineering
DEPARTMENT

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EXHIBIT A: SITE DESCRIPTION

The City of Denton's 2019 Street Reconstruction Bond Southeast Denton Neighborhood Area B project includes the work as described as in Exhibit B-1, on the following streets:

- Austin
- Avenue S
- Bailey St.
- Bradshaw St.
- Collins
- Crawford
- E. Highland
- W. Highland
- Industrial
- Maddox
- Maple
- Mulberry
- Myrtle
- Pierce
- Prairie
- Smith
- E. Sycamore
- Wainwright

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CITY OF DENTON

Southeast Denton Neighborhood Area B (SED-B)

Exhibit B - Approved GMP

SEPTEMBER 27, 2022

SUBMITTED BY McCARTHY BUILDING COMPANIES, INC.

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McCARTHY

12001 N. Central Expressway, Suite 400, Dallas, Texas 75243
P 972-991-5500 | F 972-991-9249
mccarthy.com

September 27, 2022

City of Denton
Purchasing Manager – File 7714
901B Texas Street
Denton, TX 76201

RE: SED-B-GMP Package

Dear Mr. Garcia,

McCarthy Building Companies, Inc. is pleased to submit the Guaranteed Maximum Price (GMP) for the SED-B Project dated September 27, 2022. Our price proposal is inclusive of the work included within the following documents as well as the subsequent clarifications contained within this proposal:

- McCarthy Front End Documents Advertised 8/15/2022
- Addendum #1, #2, and #3
- Construction Plans for SED-B Improvements – 90% Submittal by Kimley Horn
- 90% Specifications – Provided by Kimley Horn on 9/2/2022
- City of Denton Standard Construction Specifications – Effective January 1, 2022
- Post Bid Subcontractor Clarifications

McCarthy's total not to exceed proposal for GMP is $21,014,409.00 This price proposal is predicated upon utilization of all subcontractors and suppliers as recommended by McCarthy, including the use of McCarthy as a self-perform subcontractor on indicated work packages, for the lump sum pricing as indicated in the attached GMP Recap Sheet.

Attached for your review is a GMP recap sheet, with a detailed breakdown of general conditions, project clarifications concerning our pricing proposal, bid evaluation ratings, an updated construction management plan, constructability and biddability review comments, value engineering comments, contingency and escalation plan, and project schedule.

Should you have any questions regarding this proposal, please do not hesitate to contact us. We look forward to the successful completion of this important project together.

Sincerely,

Colleen Martindale
Senior Preconstruction Director
McCarthy Building Companies, Inc.

Cc:

Nate Kowalis, Senior Vice President of Operations
Jeromy Shaw, Vice President, Preconstruction
Matt Schrodel, Vice President, Operations
Dave Wallace, Project Director
Brent Anderson, FNI
Colton Hermes, Kimley-Horn

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MANAGEMENT PLAN

The following Construction Management Plan contains insightful information regarding the construction phase of the project. This document will be used as a tool to lay the groundwork for preconstruction and construction activities. It will also be updated and expounded upon as adjustments and refinements to the construction process take place.

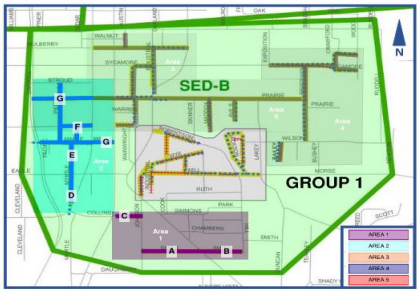
A. PROJECT MILESTONES AND PROJECT SCHEDULE

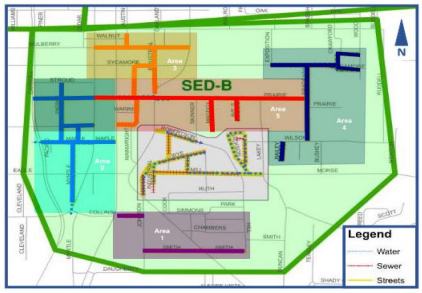
The project schedule has been developed through a series of meetings involving key stakeholders to determine target dates for the design and construction phases of the project. The design phase schedule is centered around the major milestones of 30%, 60%, 90%, and IFC plans and specifications which drive the associated activities that make up the Integrated Design Phase Schedule. This schedule takes into consideration the time required to complete reviews and approvals at each milestone. The team determined that the best option to achieve the GMP was to advertise the project for subcontract award using the available 60% documents, and then to issue the 90% documents via addendum. This allowed the team to maintain target dates for construction and help to eliminate risk carried in subcontractor's numbers.

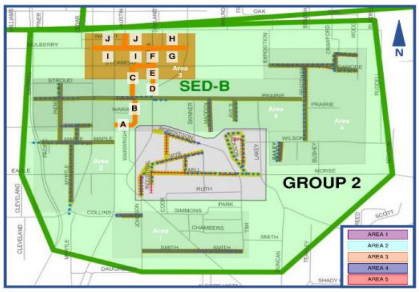
The construction schedule has been incorporated with the design schedule for a fully integrated and dynamic representation of the project duration that accurately shows the impact of activities. The overall sequence of construction includes three groups of crews that progress throughout the SED-B neighborhood starting with utility installation, followed by subgrade improvements, flatwork, and asphalt pavement. There is a WBS per street phase, as shown in the Construction Drawings, which provides details on the work needed. Efforts have been made to showcase the intent to finish all utility work on a particular street prior to moving to the next street to minimize impact to residents, businesses, and the traveling public. Roadwork will follow in a similar fashion, with demolition and pavement crews working in a linear fashion as they move to each street. As the work on a street is completed, a punch list of outstanding items will be generated, and the street will be closed out. A phasing plan is shown below.

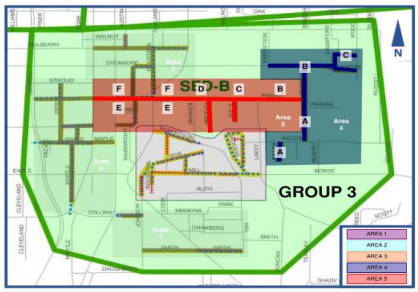
Our proposed GMP schedule is based upon 90% plans and feedback from recommended subcontractors. The construction phase baseline schedule will be finalized after the 100% plans are completed and final feedback from selected Work Category Subcontractors is incorporated. The team continues to work with the City of Denton to assess franchise utility impacts related to street sequencing, specifically for ATMOS Energy. At this time, the team anticipates that Group 1 will begin in Phase 1, allotting time (6-9 months as indicated) for ATMOS to complete their scope prior to reaching Myrtle St. This will give ATMOS time to install and pressurize their lines prior to the utility crews mobilizing into this zone. If necessary, we will shift Group 1 focus to other areas of the project while waiting on ATMOS, and come back at a later date with multiple crews to finish the areas between Elm and Carroll. We may also move forward with underground utility work in some areas and then reopen the roadway until ATMOS can finish their work. This will be dependent on conflicts, which will be known once the ATMOS design work is completed.

DENTON SED-B 90% MILESTONE- WORK PROGRESSION MAPS









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Major construction milestone dates are as follows (please reference the full schedule provided later in this document):

MILESTONE DATES

» September 27, 2022 – McCarthy Submits GMP to City of Denton
» November 29, 2022 – NTP Expected
» April 1, 2024 – Anticipated Substantial Completion
» April 26, 2024 – Anticipated Final Completion

Performance Period: 489 Calendar Days

B. INVESTIGATIONS, IF ANY, TO BE UNDERTAKEN TO ASCERTAIN SUBSURFACE CONDITIONS AND PHYSICAL CONDITIONS OF EXISTING SURFACE AND SUBSURFACE FACILITIES AND UNDERGROUND UTILITIES

During preconstruction, three site walks were conducted to ascertain specific information on every block of every street included in this project. In addition to this, subsurface mapping has been conducted to verify the location of existing utilities. This, along with other engineer and owner supplied information, has been considered for the development of the plans associated with construction tasks.

Additionally, McCarthy Mapping performed quality level A (QLA) services to determine the three-dimensional location of utilities at the intersections below. A conflict analysis report identified three communication and one natural gas discrepancy. This report was provided along with a plan sheet of the utilities to capture these developments.

- Carroll Blvd. & Maple St.
- Dallas Dr. & Smith St.
- E. Collins St.
- U.S. Route 377
- W. Collins St. & Myrtle St.

Considering that there is still uncertainty about the exact conditions of subsurface environments, once construction begins, exploratory tasks will be conducted prior to starting work on each street. One example that arose during the constructability reviews was at Maddox at STA. 1+60 where two trees noted for removal overlap an underground communication line. Potholing for further verification of existing lines, confirmation of tie-in locations, etc. will be performed at this and other noted areas. Any new information found will be documented accordingly for record-keeping purposes.

C. ALTERNATE STRATEGIES FOR FAST-TRACKING AND/OR PHASING THE CONSTRUCTION

Building a schedule and sequencing plan that includes input from the community, stakeholders, and key subcontractors will provide a phasing plan that works to the best interest of these parties, while also allowing construction to progress in a strategic manner. The alternatives below represent additional options for fast-tracking the construction progress.



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Early GMP Considerations: In order to save time, the team proposed an early project GMP based on the 60% documents. A major concern was extra layers of contingency carried by major subcontractors due to incomplete plans, in addition to market volatility. The project team weighed all options and elected to engage subcontractors and advertise the project with 60% documents and updated the solicitation with 90% documents when they became available, thus maintaining a schedule close to the original timeline, and allowing subcontractors to utilize nearly complete project documents.

Reduction of Subgrade Depth: The use of a thinner layer of flex base would allow for faster placement of the material.

Limited Notice to Proceed: Given the volatility of the market and increase in lead times for available materials, the use of a Limited Notice to Proceed can expedite the procurement process by allowing subcontractors to begin submittals and material procurement while the project awaits City Council approval.

D. THE NUMBER OF SEPARATE SUBAGREEMENTS TO BE AWARDED TO SUBCONTRACTORS AND SUPPLIERS FOR THE PROJECT CONSTRUCTION

The number of separate Subagreements is anticipated to be as follows. This is subject to change based on the availability of companies to handle more than one scope and/or work that is self-performed.

Work Category 1: Asphalt Paving
Work Category 2: Demolition, Earthwork and Subgrade
Work Category 3: Concrete Flatwork
Work Category 4: Traffic Control
Work Category 5: Underground Utilities

Please note that the following small scopes of work will be procured directly by the CMAR. They have been procured competitively, but did not require the paperwork of a major work category bidder. More backup on these scopes is available upon request.

1. Electrical
2. Landscaping/SWPP
3. Striping/Signage
4. SWPPP
5. Fencing/Guardrail
6. Removeable Barricades

E. PERMITTING STRATEGY

Permits anticipated for this project include the following:

1. City of Denton
   - Clear and Grade
   - Tree Removal
   - ESA Compliance Review
2. Railroad ROW
3. TCEQ
   - SWPPP
4. TxDOT ROW

F. SAFETY AND TRAINING PROGRAMS

An extensive and in-depth site-specific safety plan will be developed for this project. In addition to housing general information about safety expectations and procedures, an appendix containing applicable forms and permits will be included. The Site Specific Safety Plan A3, that provides a one page summary of key information related to the project, such as safety goals, anticipated challenges, and solutions, contact information for key personnel, site rules, and a site map. Supplemental plans for major and high-risk operations will be created as well. The Site-Specific Safety Plan A3 is provided with this submittal.

In accordance with McCarthy's Genuine Safety Culture, compliance with established safety requirements will be monitored through reporting mechanisms that include the following:

1. Weekly Toolbox Talk Meetings – Weekly
2. Project Health & Safety Reports – Monthly
3. Assured Grounding Program Log – Quarterly
4. OSHA 300 & 300A Logs – Monthly & Annually
5. Subcontractor Incident Rate Calculation Sheet (TPIR) – Monthly
6. Competent Person Form – Monthly
7. Project Director Safety Review – Monthly
8. Task Hazard Analysis (THA) Staff Participation Tracking – Monthly
9. Fire Extinguisher Monthly Inspection – Monthly

Training of all personnel on site will be done through GoContractor for initial orientation purposes. Daily safety meetings and weekly toolbox talks will take place in the CMAR yard. Additional trainings for relevant topics will be conducted based on the needs of the project. The following includes examples of the types of safety and training topics

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that will be conducted for the project:

1. Work near high voltage lines
2. Confined space entry
3. Excavation protection
4. Air pollution awareness
5. Work near railroads
6. Dust control
7. Public safety in work zones
8. Flagger and Spotter Training

G. CONSTRUCTION QUALITY CONTROL

The quality of work installed will be a key factor in the ability to progress from one street to the next. To this aim, a site-specific quality control plan that incorporates the specifications and McCarthy's internal requirements will be created. Some of the key aspects of work that will be focused on in the quality control program include, but are not limited to, the following. An inspection and test plan will be generated to detail the specifics associated with each of these. The plan will include information on the associated test standard, description of the test, reference document, as well as a responsibility matrix identifying who will inspect, monitor, or review and approve each test. Advance notice instructions for each test will also be recorded on this log.

1. Unclassified Excavation
2. Sewer and Manhole Testing
3. Liners for Sanitary Sewer Structures
4. Boring
5. Casing Spacers
6. Fiberglass/Precast Manholes & Linings
7. Pipe Fittings
8. PVC Sewer and Water Pipe
9. HDPE Pipe
10. Water Services
11. Gate Valves
12. Connection to Existing Water Mains
13. Fire Hydrants

A Site-Specific Quality Plan (SSQP) A3 document has been generated to provide important quality-related information for all involved and is included with this submittal. This living document will monitor the progress of anticipated quality challenges, work scope reviews, and pre-installation and first installation meetings. Schedules of key tests will be incorporated as well. An overview of quality activities, site specific best practices, and items that exemplify a client focus shall also be included on the SSQP.

H. COMMISSIONING PROGRAM

Commissioning of the utility system as quickly as possible will assist in the successful completion of work to the point of close out. A thorough understanding of what is needed in order to obtain a passing record for each street will form the basis of the commissioning program. The following items will be provided to verify compliance with associated activities and scopes of work.

Documentation

1. Accessible Pedestrian Signal

Test and Evaluation Reports

1. Embankment
2. Flexible Base Course
3. Asphalt Paving
4. Concrete Paving
5. Curbs, Gutters, Sidewalks, and Driveways
6. Cleaning and Acceptance Testing of Water and Sewer Force Mains
7. Sewer and Manhole Testing
8. Liners for Sanitary Sewer Structures
9. Utility Trench Excavation, Embedment, and Backfill

TDLR Inspection

1. Curbs, Gutters, Sidewalks, and Driveways

Maintenance Recommendations

1. Plantings

Warranty Documentation

1. Plantings

Report of Utility

1. Location of Existing Utilities

I. COST ESTIMATE AND BASIS OF THE MODEL

The cost estimate was created through an analysis of the 90% plans and specifications as provided by Kimley Horn. Considerations for risks, unforeseen conditions, and market volatility were factored into the overall pricing. A detailed cost breakdown and additional explanations of the basis of the model can be found later in this document.

J. PROJECT TEAM MEMBER'S RESPONSIBILITIES AND ROLES

Please see the following page for responsibilities and roles for the City of Denton SED-B Project.

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ACTIVITY	RESPONSIBILITY		
DESIGN PHASE	CITY ENGINEERING	ENGINEER	CMAR
MANAGEMENT			
Project Management	Co-Lead	Co-Lead	Co-Lead
Partnering (Facilitator as Lead)	Participate	Participate	Participate
Community Engagement	Lead	Co-Lead	Co-Lead
Communication/Management - Systems & Procedures	Co-Lead	Co-Lead	Assist
Bi-Weekly Project Meetings	Assist	Lead	Assist
Technical Workshops	Assist	Lead	Assist
Action Items	Co-Lead	Lead	Co-Lead
Issues Resolution	Co-Lead	Co-Lead	Co-Lead
Change Authorization	Lead	Assist	Assist
Schedule Model	Review	Assist	Lead
Cost Model	Review	Assist	Lead
PERMITTING			
Regulatory Approval/Permit Strategy	Co-Lead	Lead	Review
SWPPP	Co-Lead	Assist	Lead
SUPPORT SERVICES			
Survey	Review	Lead	Assist
Geotechnical	Review	Lead	Assist
Verify Existing Conditions	Review	Lead	Co-Lead
Potholing	Review	Lead	Co-Lead
GIS System Integration	Co-Lead	Lead	Assist
DESIGN DEVELOPMENT ACTIVITIES			
CADD Standards	Assist	Lead	
Structural Design Criteria	Review	Lead	
Utility Coordination (Identification & Conflict Management)	Assist	Co-Lead	Co-Lead
Code Review/Summary	Review	Lead	Assist
Materials of Construction Selection	Review	Co-Lead	Co-Lead
Preliminary Design	Review	Lead	Review
Detail Design Documents	Review	Lead	Review
Design Document Review	Review	Lead	Review
Constructibility Reviews	Participate	Assist	Lead
Bidability Reviews	Participate	Co-Lead	Lead
Quality Control Reviews	Review	Lead	Assist
Technical Specs	Review	Lead	Review
Bid Docs (0-1)	Review	Lead	Co-Lead
CONSTRUCTION PLANNING			
Construction Management Plan	Review	Assist	Lead
Traffic Management and Community Engagement	Review	Co-Lead	Lead
Major Supplier Selection Plan	Review	Assist	Lead
GMP Proposals	Review	Assist	Lead
Bid Phase	Assist	Assist	Lead
Insurance & Bonding	Review	Review	Lead

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DENTON SED-B IMPROVEMENTS-SSSP

Emergency Phone Numbers		
Project Director	David Wallace	(214) 412-8780
Project Manager	Riley Seahorn	(765) 719-0682
Superintendent	Erik Colburn	(702) 985-6093
Safety Manager	Sean Blakemore	(214) 430-7418
CMAR Office	Debra Daniels	(214) 714-5300

PPE By Work Activity

Minimum PPE Required:
Hard Hat, Safety Glasses, Hi-Viz Shirt/Vest, Work Boots and Cut Level 3 Gloves
Task specific PPE listed below

Reflective Shirt/Vest	Night or Heavy Machinery Work
Face Shield	Cutting/Chipping/Grinding
Fall Protection Equipment	All lifts & unprotected work over 6'
Metatarsal Guards	Soil Compaction/Jack Hammer
Snake Chaps/Boots	Clearing Operations
Rubber Boots/Gloves	Concrete Placement

These are the minimum requirements based on the typical hazards associated with the task. If unique conditions arise, which create new hazards, additional/more stringent PPE may be required.

Goals

- Create and Sustain a Genuine Safety Culture.
- Full Implementation of Spotters and Flaggers
- Keep It Clean, Keep It Safe Project.
- Proactive Incident Reporting.
- Equipment Training - Safety, Operation and Maintenance
- Full understanding of TMUTCD & Critical Self-Perform Ops

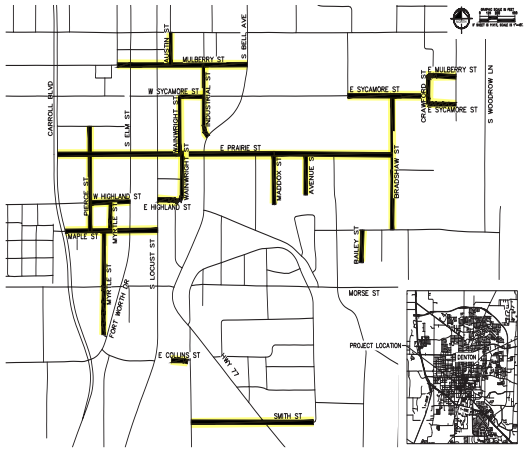
McCARTHY

TAKE PRIDE IN SAFETY

Safety Challenges

Challenges	Solution	Champion
Human Element/Onboarding	The team is the first line of defense in protecting our crews and the public. Employees/Subcontractors will be required to attend an on boarding orientation prior to performing work on site. This training will include a general overview of the safety policy as well as a site specific training portion. THA's will be addressed and training will be conducted on the THA process. Stop work authority will be explained and that everyone has it.	Entire Site
Heavy Equipment	Daily equipment inspections will be utilized. Maintain proper communication with the ground crew. Spotters will be used during high traffic activities. Equipment must be properly sized for the task at hand. Equipment must have fully functional safety equipment to be operational (seatbelt, fire extinguisher, ROPS, back up alarm, etc.). Operators must qualified on the equipment they are operating.	Superintendents
Housekeeping	Keep it Clean, Keep it Safe program will be utilized throughout the duration of the project. All material will be staged on dunnage. Trash receptacles will be located throughout the job site and emptied as necessary. Just in time deliveries will be utilized to reduce the amount of material on the job site. Housekeeping will be required throughout the day, not just at the end of the workday. Housekeeping will be listed on all THA and be a daily expectation of everyone on the project.	Crew Leads
Motorized Vehicles & Public Traffic	Work area to be evaluated for exposure to traveling public via pedestrian or vehicular shall be discussed on a daily basis. Verification of correct traffic control messuares are installed around the work area. Establish communication procedures for reporting damages/hazard points will be discussed in toolbox talks. Crews to verify materials, walk-ways, equipment swing radius to not encroucah traveling public and ensure they are protected and practice 20-20-20 for changes in the work area.	Entire Site
Utilities	811 will be contacted for a dig ticket prior to any excavations taking place on the job site. Underground lines will be potholed and located prior to excavations taking place in the area. Overhead lines will be marked with signs indicating the location of the line and clearance if applicable. Utility providers and contact information will be obtained and kept on site in case of emergency. Contractors to provide a dedicated spotter when working around overhead lines.	Superintendent
Material Handling (combine with Logistics)	Mechanical material handling will be the preferred method of material handling. Equipment must be rated for the load it is lifting. All rigging must be in proper working condition and rated for the load. If manual material handling is required the limit per person is 50 pounds or 10 feet in length. Proper lifting procedures should be followed (straight back, bend at knees, and load close to body). Proper attention should be taken when working on the retaining walls - forming, placing and finishing.	Superintendents
Material Logistics	Generate site logistics plans prior to receiving materials to ensure that the site related vehicular movement is safe and allows for a smooth operation. Communicate said plan to the material delivery companies to verify understanding obtain buy-in. During operation, assign flaggers as needed to manage the traffic in the site. Evaluate plan effectiveness continuously and make changes depending on task and area specific requirements.	Superintendents

Site Plan



Site Logistics

- Material deliveries, access routes and proactive communication.
- Track any items from the report in Procore and follow up to ensure it is being completed.
- Report any findings from the walks to the Daily Huddle as needed to inform those onsite.
- Designate material and machinery layout areas for self-perform and trade partners

Subcontractor Requirements

- All Subcontractors will be given a copy of the McCarthy Site Specific Safety Plan and is expected to comply with the policies and procedures outlined in the plan.
- Subcontractor buy-in from the top to ensure all employees go home safe everyday.
- All Subcontractors will be required to submit their own Site Specific Safety Plan to supplement the overall site plan.

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DENTON SED-B IMPROVEMENTS-SSQP

"Quality without Question" must be an integral part of our culture and second nature to each employee. The primary focus of the activities detailed in McCarthy's quality policy is to properly plan, execute and verify the work being put in place to avoid rework and to achieve customer satisfaction.

This is accomplished through:

Quality Planning	- Site Specific Quality Plan
High Risk Mitigation Planning	- Subcontractor & Self-Perform Work Plans
Coordination	- Document Planning - Verification Checklist Development - Documentation - Lessons Learned
Installation Planning	- Pre-Installation Meetings - 1st Installation Verification
Verification	- Procore Inspection Checklist - Pour Card Inspections
Close-out	- Close-out Checklist/Schedule - Testing Verification Log
Warranty Management	- Punch/Closeout per Street Segment - 11 Month Walk through

KnowledgeBuilder™
Online knowledgebase for true builders.

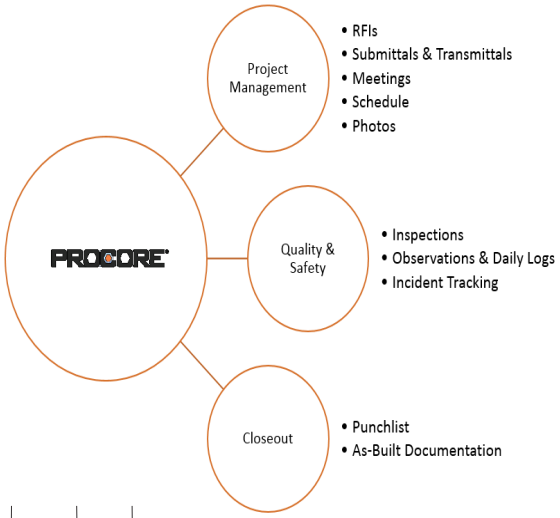
QUALITY without question

Site Specific Verification

- Underground Utility Verification
- Sub-Grade Compaction
  - Verify Lifts and Compaction Requirements
- Flexible Base Compaction
  - Verify Lifts and Compaction Requirements
- Asphalt Density Testing
- Concrete Testing and Placement
  - Pavement
  - Sidewalks
- Stamped/Colored Concrete
- Project Closeout Checklist
- Punch Verification per Street
- 23 Month Warranty Walk Checklist

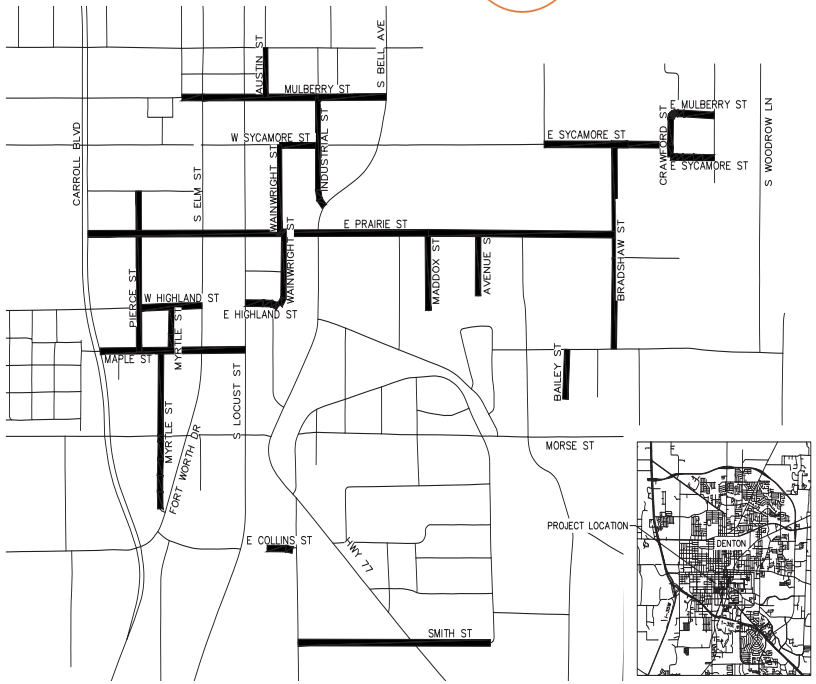
McCarthy Processes

- Housekeeping Verifications
- SWPPP Inspections
- Pour Card Program
- Pre-Installation Meetings
- 1st Installation Meetings
- Delivery Verifications
- Inspection Coordination
- Closeout Checklist/Schedule
- Testing Verification Log



QUALITY INITIATIVES & RESPONSIBILITIES

Project Engineer	- Procore Coordination - Pre-Installation Coordination - Third Party Coordination Testing - On-Site Quality Control Backup
 Erik Colburn Superintendent	- Ongoing Verification and Training - Work Plan Management - On-Site Quality Control - Subcontractor Coordination - High-Risk Planning - Proposed Change Tracking - Closeout & Warranty Management
 Andrew Cunningham Division Quality Director	- Quality Incident Management - Division Quality Initiative Implementation - Project Quality Control Auditing

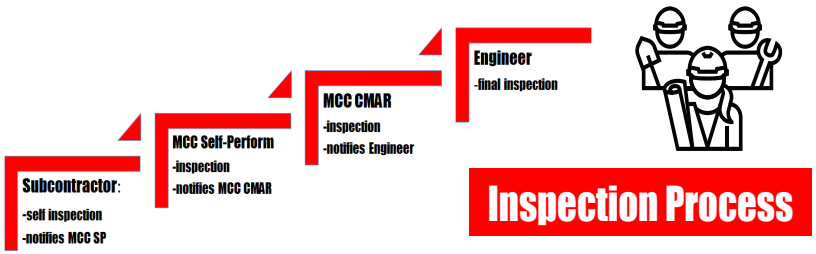


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DENTON SED-B IMPROVEMENTS-SSQP

PROJECT QUALITY CHALLENGES - SHORT TERM

Protection of Adjacent Properties	Verify that all of the existing structures - roads, sidewalks, storm drains, and any other applicable - have all been thoroughly inspected prior to executing the work. Perform existing conditions photos and video and submit to owner. Make sure that the existing adjacent property is not damaged during construction. Communicate with supervisor in case damage occurs.
Utility Strikes	Investigations to be performed before all excavations. Utility locates, hydro-excavation, and probing/hand-digging will be used to physically locate all utilities. A 3D CAD model will be developed and maintained by McCarthy throughout the Project to ensure no existing utilities are impacted by construction activities. Maintain an 811 permit and upkeep the locates markings
Maintenance of Traffic Control	Proper signage and barricades will be used to notify all motorists of traffic changes and promote an unhindered flow around the Project site. Street use permits will be maintained for all closures. Ensure the traffic control is being installed as required per the phasing plans, MUTCD, and the standard details. Perform daily inspections and correct any issues immediately.
SWPPP & Rain Events	Maintain all run-off protection measures for the life of the Project, adjust the SWPPP as needs change. Daily roadway sweeping, inlet protectors, silt-fence, construction entrances, berms, and erosion logs will be used to prevent water & soil from leaving the site.
Temporary Bypassing/Service	Maintain all utilities for local residence and business to the best of our abilities. Allow ample notice at the time of tie-ins if utilities will be out of service and/or bypass pumping as necessary.
Demolition & Excavation	Understand requirements along with the limits of excavation & demolition. Notify the public of upcoming work, contact testing laboratory, & prepare a representative sample for backfilling compliance. Once analytical reports are obtained, verify that the excavations and embankments are being performed per the specifications. For deep excavations, appropriate benching or shoring should be designed and installed. For demolition provide means to reduce noise and excessive vibration to the local residence.
Submittal Review	Build a submittal log and prioritize items per the schedule, specially long lead materials, i.e. precast box culverts and valves. Staff will assist PE's with submittals and hold weekly update meetings.



Inspection Process

McCARTHY PROUD TO BUILD

McCARTHY KnowledgeBuilder™
Online knowledgebase for true builders.

QUALITY without question

PROJECT QUALITY CHALLENGES - LONG TERM

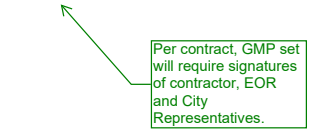
Workplan Implementation	Entire staff to assist with all critical workplan drafting and review. Once deemed acceptable, all workers to attend a workplan review meeting to provide input and modify as necessary. Ensure buy-in from field team to secure accountability. Review workplans with subcontractors and ensure that they are being followed. Update the plan as conditions change.
Subgrade Stabilization	At mobilization, potholes shall be dug in multiple locations for geotech samples to generate proper representative proctors for the project. All embankment areas will be graded and compacted per the contract documents and verified via a third party testing consultant. Prior to installing any flexible base material, verify that the subgrade elevations are spot-on, the densities and proof-roll have passed. Sub-ballast to be placed in lifts and compacted to its specified maximum dry density and moisture content %.
Asphalt Placement	Distribute mix design location flash-cards to all staff / foremen. Pre-placement inspection card verification should be performed at each placement. Ensure that the asphalt is placed in lifts per the plans. Obtain densities and verify mix design is per specifications.
Concrete Placement	Distribute mix design location flash-cards to all staff / foremen. Pre-placement pour card verification should be performed at each pour. Ensure that the concrete is allowed to cure properly before applying any construction or traffic loads. Obtain 3 day early breaks to have information handy. Verify color, stamp, release agent and mix design for the colored concrete areas.
Underground Utilities	Install Water Lines and Sewer Lines per the City specifications. Utilize appropriate trench shoring methods during excavations. Perform the required testing and conditioning for the tie-in. During winters months verify no lines are exposed in the trenches that could result in a freeze or busted pipe.
As-Built Conformance & Layout	Record drawings will be stored and continually updated through McCarthy's project management software, Procore. As-Built conditions will be captured as installed utilizing current surveying instruments. An As-Built CAD model will be turned over as part of the closeout documentation. Perform site calibration with level-loop or other redundant check to ensure proper calibration.

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CONSTRUCTABILITY/BIDDABILITY REVIEW

SED-B_90%_Design_Submittal.pdf Markup Summary

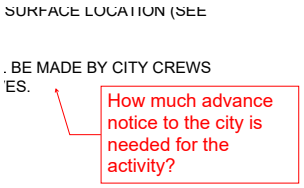
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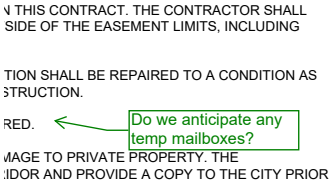
Per contract, GMP set will require signatures of contractor, EOR and City Representatives.

3 (3)



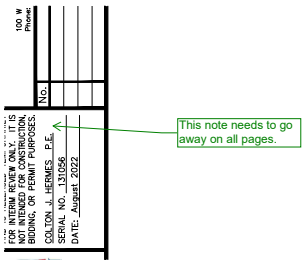
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Page Label: [3] 2 GENERAL NOTES
Page Index: 3
Author: ecolburn
Date: 9/14/2022 3:14:20 PM

How much advance notice to the city is needed for the activity?



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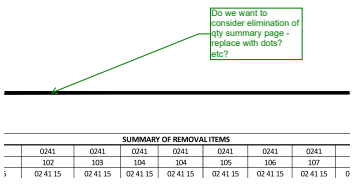
Do we anticipate any temp mailboxes?



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Page Index: 3
Author: CMartindale
Date: 9/14/2022 1:14:54 PM

This note needs to go away on all pages.

5 (1)



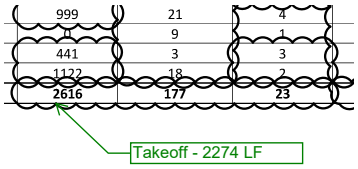
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Page Index: 5
Author: CMartindale
Date: 9/14/2022 1:13:53 PM

Do we want to consider elimination of qty summary page - replace with dots? etc?

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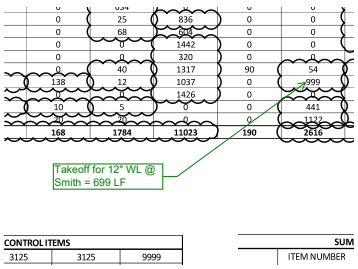
CONSTRUCTABILITY/BIDDABILITY REVIEW

6 (6)



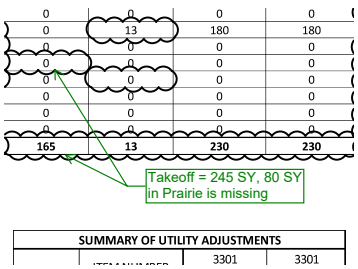
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Author: STamrakar
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Takeoff - 2274 LF



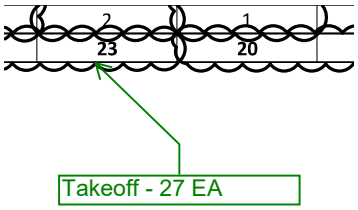
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Author: STamrakar
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Takeoff for 12" WL @ Smith = 699 LF



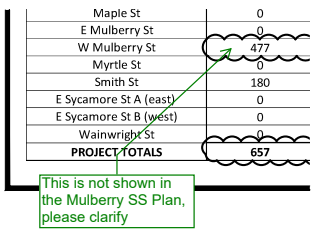
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Author: STamrakar
Date: 9/12/2022 4:14:25 PM

Takeoff = 245 SY, 80 SY in Prairie is missing



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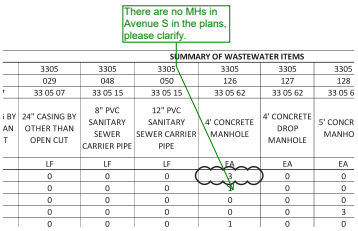


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This is not shown in the Mulberry SS Plan, please clarify

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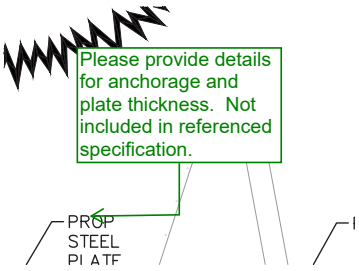
CONSTRUCTABILITY/BIDDABILITY REVIEW



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There are no MHs in Avenue S in the plans, please clarify.

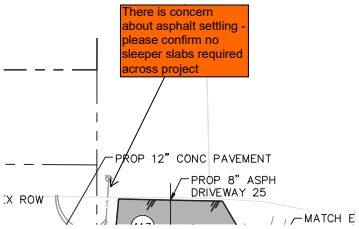
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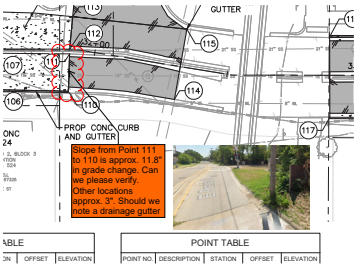
Please provide details for anchorage and plate thickness. Not included in referenced specification.

136 (2)



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Author: CMartindale
Date: 9/15/2022 10:06:19 AM

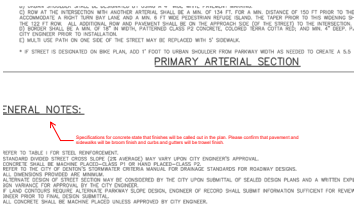
There is concern about asphalt settling - please confirm no sleeper slabs required across project



Subject: Group
Page Label: [56] 57 WAINWRIGHT ST- STA 4+76 TO END
Page Index: 136
Author: RSeahorn
Date: 9/15/2022 10:11:52 AM

Slope from Point 111 to 110 is approx. 11.8" in grade change. Can we please verify. Other locations approx. 3". Should we note a drainage gutter

163 (1)



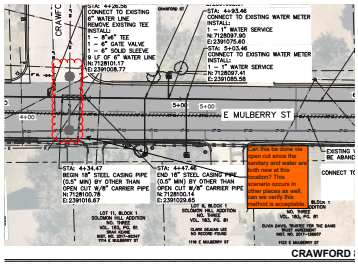
Subject: Callout
Page Label: [56] 57 WAINWRIGHT ST- STA 4+76 TO END
Page Index: 163
Author: ecolburn
Date: 9/15/2022 10:16:04 AM

Specifications for concrete state that finishes will be called out in the plan. Please confirm that pavement and sidewalks will be broom finish and curbs and gutters will be trowel finish.

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CONSTRUCTABILITY/BIDDABILITY REVIEW

321 (1)

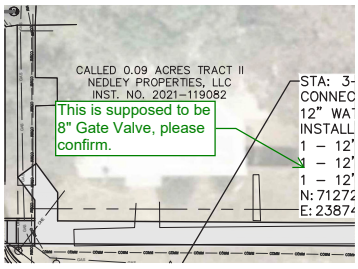


Subject: Group
Page Label: [56] 57 WAINWRIGHT ST- STA 4+76 TO END
Page Index: 321
Author: RSeahorn
Date: 9/15/2022 10:14:50 AM

Subject: Re: Cloud
Page Label: [56] 57 WAINWRIGHT ST- STA 4+76 TO END
Page Index: 321
Author: CMartindale
Date: 9/16/2022 3:52:45 PM

Can this be done via open cut, since water and sanitary are both new in this location? This occurs in other locations in plans - is open cut acceptable whenever this condition occurs?

337 (1)



Subject: RFI/CONSTRUCTABILITY
Page Label: [56] 57 WAINWRIGHT ST- STA 4+76 TO END
Page Index: 337
Author: STamrakar
Date: 9/14/2022 8:41:25 AM

This is supposed to be 8" Gate Valve, please confirm.

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GMP COST MODEL

Issue Date: 9/27/2022

CITY OF DENTON SED-B IMPROVEMENTS
Denton, TX
GMP

No.	Item of Work	Quantity	Unit	Unit Cost per Qty	Total Cost	Comments
1	**CMAR & General Work Items**					
2	General	1	LS	$559,322.84	$559,322.84	
3	**WC#1**					
4	Asphalt Paving	1	LS	$4,313,789.00	$4,313,789.00	Jagoe Public
5	**WC#2**					
6	Earthwork/Demo/Subgrade	1	LS	$2,747,632.00	$2,747,632.00	McCarthy
7	**WC#3**					
8	Concrete Flatwork	1	LS	$1,259,490.00	$1,259,490.00	McCarthy
9	**WC#4**					
10	Traffic Control	1	LS	$184,086.00	$184,086.00	McCarthy
11	**WC#5**					
12	Underground Utilities	1	LS	$8,392,005.00	$8,392,005.00	North Texas Contracting

Cost of Work Subtotal						**$17,456,325**
	General Conditions	7.35%				$1,283,889
	Owner's Protective/General Liability & Umbrella Insurance	0.93%				$174,284
	Builder's Risk Insurance					$17,815
Subtotal						**$18,932,312**
	Construction Contingency	3.00%				$567,969
Subtotal						**$19,500,282**
	Fee	6.95%				$1,365,593
Subtotal						**$20,865,874**
	McCarthy Performance & Payment Bond	0.71%				$148,535
GRAND TOTAL GMP						**$21,014,409**
	Design Contingency					$-
	Owner's Contingency	3.00%				$567,969
	Contract Amount					**$21,582,378**

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90% BUDGET SCHEDULE OF VALUES

Client #	Description	Quantity	Unit	Unit Price	Extended
WC1	WC#1 ASPHALT	1.000	LS	4,313,789.00	4,313,789.00
WC2	WC#2 DEMOLITION, EARTHWORK & SUBGRADE	1.000	LS	2,747,632.00	2,747,632.00
WC3	WC#3 CONCRETE FLATWORK & PAVING	1.000	LS	1,259,490.00	1,259,490.00
WC4	WC#4 TRAFFIC CONTROL	1.000	LS	184,086.00	184,086.00
WC5	WC#5 UNDERGROUND UTILITIES	1.000	LS	8,392,005.00	8,392,005.00
02 41 13	REMOVE FENCE	22.000	LF	115.61	2,543.42
02 41 13	REMOVE TREE	9.000	EA	1,712.21	15,409.89
02 41 13	REMOVE GUARDRAIL	68.000	LF	29.02	1,973.36
01 70 00	MOBILIZATION	1.000	LS	80,265.66	80,265.66
31 25 14	SILT FENCE	471.000	LF	3.82	1,799.22
31 25 14	CHECK DAM	36.000	LF	119.30	4,294.80
31 25 14	INLET PROTECTION	45.000	EA	118.44	5,329.80
31 25 14	EROSION CONTROL LOG	132.000	LF	77.33	10,207.56
	EROSON CONTROL MAINTENANCE	1.000	LS	48,571.36	48,571.36
32 31 00	4' CHAINLINK FENCE	12.000	LF	275.55	3,306.60
32 93 00	PLANT 6" TREE	2.000	EA	3,316.77	6,633.54
SS XX	INSTALL GUARDRAIL	49.000	LF	121.54	5,955.46
32 17 23	4" SLD PVMT MARKING HAS (Y)	9,008.000	LF	1.18	10,629.44
32 17 23	8" SLD PVMT MARKING HAS (W)	46.000	LF	12.40	570.40
32 17 23	8" SLD PVMT MARKING HAS (Y)	215.000	LF	12.40	2,666.00
32 17 23	24" SLD PVMT MARKING HAE (W)	2,306.000	LF	8.06	18,586.36
32 17 23	LANE LEGEND RR	4.000	EA	496.19	1,984.76
32 17 23	LANE LEGEND BIKE	2.000	EA	434.16	868.32
SS XX	CURB STRIPING	218.000	LF	3.72	810.96
01 35 13	RAILROAD COORDINATION	1.000	EA	6,500.00	6,500.00
34 41 50	FURNISH AND INSTALL GROUND MOUNTED SIGN	3.000	EA	756.98	2,270.94
34 41 50	FURNISH AND INTTALL SIGN EX. POLE MOUNT	2.000	EA	504.66	1,009.32
34 41 50	REMOVE AND REINSTALL SIGN PANEL AND POST	5.000	EA	1,045.36	5,226.80
26 05 35	TRAFFIC SIGNAL PACKAGE	1.000	EA	63,809.84	63,809.84
SS 6120	REMOVABLE BARRICADES	61.000	LF	179.73	10,963.53

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90% COST MODEL QUALIFICATIONS:

All costs to remove (and replace) curb and gutter are based on the limits shown in the plans. No additional quantity has been included to remove and replace to the nearest joint.

There has been some scope growth from the 60% to the 90% model, particularly in the concrete scope and the traffic signals. The traffic signal scope now includes 4 pedestrian signal heads and associated electrical work. Additional concrete sidewalk, valley gutter, driveway removal and replacement has been incorporated in the 90% plans. Stone riprap was added at the 90% design. Concrete pavement sections increased from 6" to a combination of 8," 9," and 12." In the utilities package, additional grout fill and abandonment quantities were added, and overall quantities of waterline increased. Please reference quantity variance report included later in this document.

The GMP and 90% cost model is based on McCarthy's and recommended major Work Category Subcontractor's take-off quantities. All major work categories shall be converted into lump sum packages for contracting. Any changes that occur from the 90% to 100% set will be reconciled with major subcontractors before contracts are issued. GMP pricing is based upon the 90% Plans and Specs. McCarthy will evaluate the IFC Plans and Specifications when issued (10/14/22) and will notify the City of any impacts to pricing. As McCarthy has not carried any design contingency into the GMP, any impacts will be funded by owner contingency.



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90% QUANTITY VARIANCE REPORT

Item Description	Unit	60%	90%	Delta	Note
REMOVAL ITEMS					
REMOVE FENCE	LF	22.00	22.00	-	
REMOVE CONC PVMT	SY	1,175.00	1,175.00	-	
REMOVE CONC CURB AND GUTTER	LF	6,752.00	6,726.00	(26.00)	
REMOVE CONC VALLEY GUTTER	LF	1,031.00	1,096.00	65.00	
REMOVE SIDEWALK	SF	6,845.00	7,074.00	229.00	
REMOVE SIDEWALK WITH CURB	SF	58.00	58.00	-	
REMOVE CURB RAMP	EA	54.00	55.00	1.00	
REMOVE ASPHALT PVMT	SY	59,786.00	59,786.00	-	
REMOVE ASPHT DWY	SF	902.00	902.00	-	
REM GRAVEL DWY	SF	2,290.00	2,421.00	131.00	
REMOVE CONC DRWY	SF	7,085.00	7,306.00	221.00	
2" SURFACE MILLING	SY	356.00	356.00	-	
REMOVE TREE	EA	9.00	9.00	-	
REMOVE GUARDRAIL	LF	68.00	68.00	-	
REMOVE CONC FLUME	EA	2.00	2.00	-	
ROADWAY ITEMS					
UNCLASSIFIED EXCAVATION	CY	16,060.00	16,060.00	-	
UNCLASSIFIED EXCAVATION (ROAD BASE)	CY	4,030.00	4,030.00	-	
EMBANKMENT	CY	66.00	66.00	-	
12" STONE RIPRAP	CY	-	40.00	40.00	New Item
6" FLEXBASE	SY	60,584.00	48,504.00	(12,080.00)	
8" FLEXBASE	SY	-	12,836.00	12,836.00	New Item
2" TY D	SY	13,601.00	16,012.00	2,411.00	
3" TY D	SY	17,604.00	13,822.00	(3,782.00)	
3" TY C	SY	25,979.00	28,081.00	2,102.00	
2" TY B (Base)	SY	2,895.00		(2,895.00)	
2" TY B (Base Ext)	SY	11,123.00	16,607.00	5,484.00	
3" TY B (Base)	SY	6,352.00	6,403.00	51.00	
3" TY B (Base Ext)	SY	6,373.00	6,664.00	291.00	
4" TY B (Base)	SY	50,781.00	51,513.00	732.00	
5" TY B (Base Ext)	SY	39,472.00	37,507.00	(1,965.00)	
6" CONC. PVMT	SY	1,374.00	-	(1,374.00)	
8" CONC. PVMT	SY	-	451.00	451.00	New Item
9" CONC. PVMT	SY	-	12.00	12.00	New Item
12" CONC. PVMT	SY	-	904.00	904.00	New Item
8" DECORATIVE CONC. PVMT	SY	83.00	102.00	19.00	
6" CONC. CURB	LF	3.00	3.00	-	
6" CONC. CURB & GUTTER	LF	9,069.00	8,910.00	(159.00)	
CONC. VALLEY GUTTER	LF	1,516.00	1,651.00	135.00	
4" CONC. SIDEWALK	SY	1,106.00	1,050.00	(56.00)	
4" CONC. SIDEWALK W/CURB	SY	138.00	65.00	(73.00)	
CURB RAMP, TY IA	EA	24.00	23.00	(1.00)	
CURB RAMP, TY IB	EA	12.00	9.00	(3.00)	
CURB RAMP, TY II	EA	1.00	1.00	-	
CURB RAMP, TY III	EA	8.00	7.00	(1.00)	
6" CONC. DRWY APPROACH	SY	398.00	423.00	25.00	
8" CONC. DRWY APPROACH	SY	710.00	595.00	(115.00)	
SUBDRAIN	LF	16.00	16.00	-	
STEEL PLATE	EA	-	1.00	1.00	New Item
CONC. SIDEWALK FLUME	EA	1.00	1.00	-	
4' SIDEWALK SPANNING FLUME	EA	1.00	1.00	-	
CONC. FLUME	EA	2.00	2.00	-	
MOUNTABLE CONC. CURB & GUTTER	LF	98.00	70.00	(28.00)	
DETECTABLE WARNING SURFACE	SF	46.00	33.00	(13.00)	
REMOVABLE BOLLARDS?	EA	3.00	3.00	-	
BOLLARDS	EA	4.00	4.00	-	
WHEEL STOPS	EA	15.00	15.00	-	
CURB OPENING	EA	1.00	1.00	-	
GRAVEL DRIVEWAY	SY	104.00	104.00	-	
4' CHAINLINK FENCE	LF	12.00	12.00	-	

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90% QUANTITY VARIANCE REPORT

6" ASPH DWY APPROACH	SY	9.00	9.00	-	
PLANT 6" TREE	EA	2.00	2.00	-	
REMOVABLE BARRICADE	LF	61.00	61.00	-	
INSTALL GUARDRAIL	LF	49.00	49.00	-	
WATER ITEMS				-	
ASPHALT REPAIR	SY	156.00	309.00	153.00	
CONCRETE REPAIR	SY	636.00	392.00	(244.00)	
HES CONC REPAIR	SY	-	245.00	245.00	New Item
18" CASING	LF	528.00	589.00	61.00	
8" CARRIER PIPE	LF	528.00	597.00	69.00	
12" CARRIER PIPE	LF	150.00	161.00	11.00	
24" CASING	LF	150.00	138.00	(12.00)	
6" WL	LF	1,573.00	2,335.00	762.00	
8" WL	LF	10,869.00	11,038.00	169.00	
8" WL WITH CLSM	LF	100.00	176.00	76.00	
12" WL	LF	2,637.00	2,257.00	(380.00)	
1" WATER SERVICE	EA	157.00	180.00	23.00	
2" WATER SERVICE	EA	20.00	25.00	5.00	
6" GATE VALVE	EA	13.00	43.00	30.00	
8" GATE VALVE	EA	43.00	35.00	(8.00)	
12" GATE VALVE	EA	4.00	8.00	4.00	
6X6 TAPPING S&V	EA	1.00	3.00	2.00	
8X6 TAPPING S&V	EA	1.00	1.00	-	
8X8" TAPPING S&V	EA	5.00	2.00	(3.00)	
12X8 TAPPING S&V	EA	-	1.00	1.00	New Item
20X12 TAPPING S&V	EA	1.00	2.00	1.00	
FH ASSEMBLY	EA	24.00	24.00	-	
GROUT 6" WL	LF	156.00	285.00	129.00	
GROUT 12" WL	LF	1.00	148.00	147.00	
CONCRETE CURB & GUTTER REPAIR	LF	-	373.00	373.00	
CONCRETE VALLEY GUTTER REPAIR	SY	-	3.00	3.00	
CONCRETE SIDEWALK REPAIR	SF	-	115.00	115.00	
SEEDING REPAIR	LF	-	149.00	149.00	
TRENCH SAFETY	LF	15,179.00	15,891.00	712.00	
ABANDON 4" WATER VALVE	EA	-	1.00	1.00	
ABANDON 6" WATER VALVE	EA	-	29.00	29.00	
ABANDON 8" WATER VALVE	EA	-	4.00	4.00	
ABANDON 12" WATER VALVE	EA	-	9.00	9.00	
ABANDON EXIST FIRE HYDRANT	EA	-	12.00	12.00	
REMOVE 6" WATER GATE VALVE	EA	29.00	4.00	(25.00)	
REMOVE 8" WATER GATE VALVE	EA	9.00	1.00	(8.00)	
REMOVE FIRE HYDRANT	EA	4.00	3.00	(1.00)	
18" CASING BY OPEN CUT	LF	-	8.00	8.00	
24" CASING BY OPEN CUT	LF	-	23.00	23.00	
12" PVC WATER PRESSURE PIPE, CLSM BACKFILL	LF	-	57.00	57.00	New Item
WATER MAIN CONNECTION W/SHUTDOWN	EA	34.00	43.00	9.00	**Includes 6",8"&12"
VALVE BOX ADJUSTMENT	EA	27.00	27.00	-	
MANHOLE ADJUSTMENT, MINOR	EA	44.00	44.00	-	
SEWER ITEMS				-	
GROUT FILL 8" SS	LF	180.00	180.00	-	
ASPHALT REPAIR	SY	331.00	338.00	7.00	
CONCRETE REPAIR	SY	90.00	85.00	(5.00)	
18" STEEL CASING	LF	155.00	170.00	15.00	
24" STEEL CASING	LF	150.00	100.00	(50.00)	
8" CARRIER PIPE	LF	155.00	170.00	15.00	
12" CARRIER PIPE	LF	150.00	100.00	(50.00)	
4' SS MH	EA	34.00	28.00	(6.00)	
4' DROP SS MH	EA	-	1.00	1.00	New Item
5' SS MH	EA	2.00	5.00	3.00	
6' SS MH	EA	1.00	1.00	-	
8" SS LINE	LF	5,824.00	3,924.00	(1,900.00)	
12" SS LINE	LF	1,192.00	1,092.00	(100.00)	

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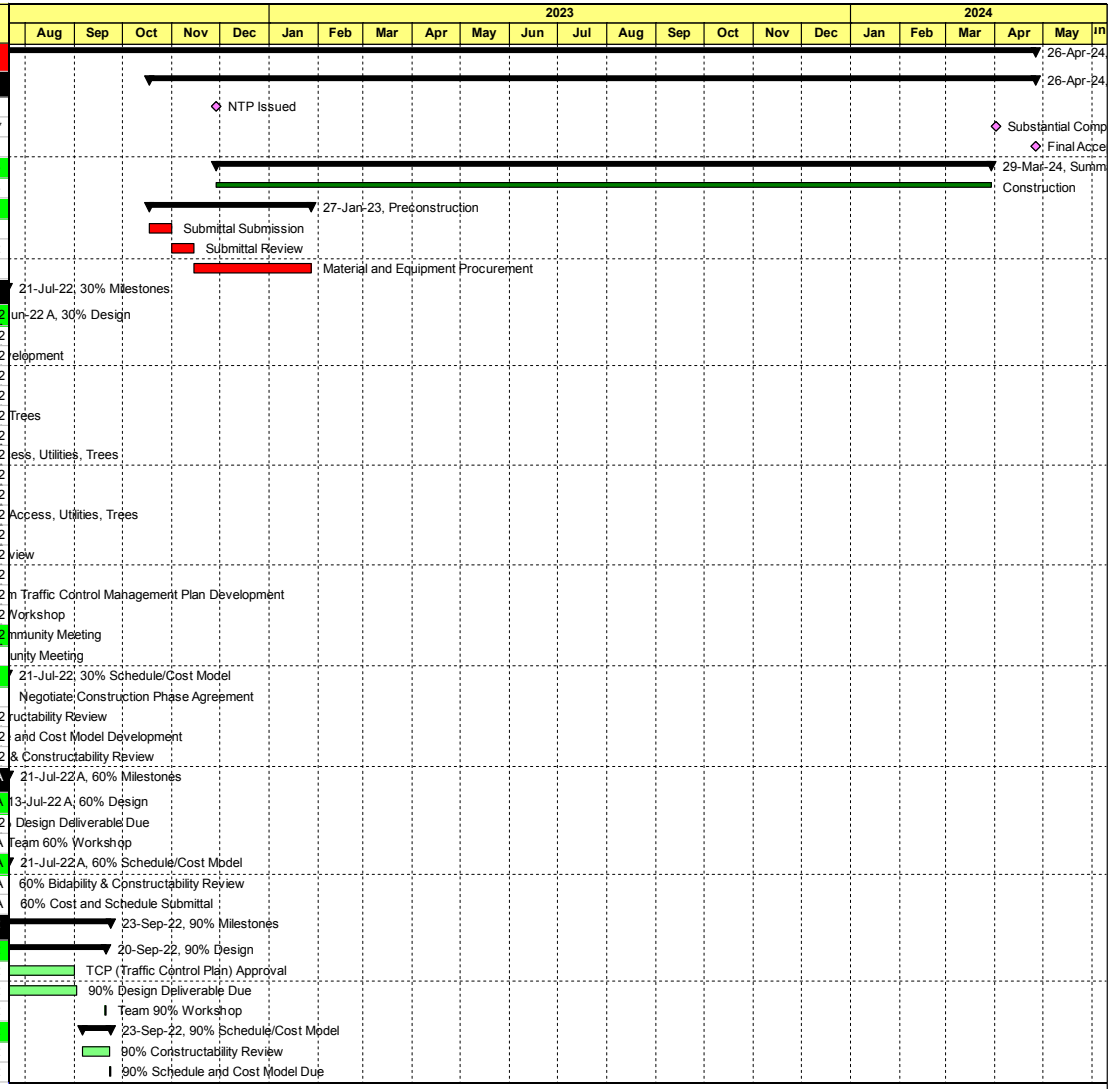
90% QUANTITY VARIANCE REPORT

8" SS PRESSURE	LF	505.00	1,574.00	1,069.00	
10" SS LINE	LF	-	505.00	505.00	New Item
12" SS PRESSURE	LF	-	255.00	255.00	New Item
4" SEWER SERVICE	EA	109.00	96.00	(13.00)	
6" SEWER SERVICE	EA	28.00	24.00	(4.00)	
8" SEWER SERVICE	EA	-	1.00	1.00	New Item
ABANDON 4' UTILITY MANHOLE	EA	30.00	4.00	(26.00)	
REMOVE EXIST UTILITY MANHOLE	EA	-	21.00	21.00	
CONCRETE CURB & GUTTER REPAIR	LF	-	124.00	124.00	
POST-CCTV INSPECTION	LF	7,671.00	7,365.00	(306.00)	
TRENCH SAFETY	LF	7,521.00	7,095.00	(426.00)	
4' EXTRA DEPTH CONCRETE MANHOLE (> 8')	VF	92.00	11.00	(81.00)	
5' EXTRA DEPTH CONCRETE MANHOLE (> 8')	VF	5.00	25.00	20.00	
6' EXTRA DEPTH CONCRETE MANHOLE (> 8')	VF	9.00	9.00	-	
CONNECT TO EXIST MANHOLE	EA	-	10.00	10.00	
CONNECT SERVICE TO EXIST WW	EA	-	14.00	14.00	
REMOVE STORMWATER INLET TOP	EA	-	8.00	8.00	
4" SMOOTH PVC SUBDRAIN, CLASS PS 46	LF	-	16.00	16.00	
10' STANDARD INLET TOP	EA	10.00	9.00	(1.00)	
INLET GRATE	EA	2.00	2.00	-	
MOBILIZATION	LS	-	1.00	1.00	
SURVEY / LAYOUT	LS	-	1.00	1.00	
RAILROAD COORDINATION	LS	1.00	1.00	-	
UTILITY MARKERS	LS	1.00	1.00	-	
LOCATION OF EXISTING UTILITIES	LS	1.00	1.00	-	
TRAFFIC ITEMS				-	
2/C 12 AWG MULTI-CONDUCTOR CABLE	LF	40.00	1,265.00	1,225.00	
5/C 14 AWG MULTI-CONDUCTOR CABLE	LF	10.00	1,270.00	1,260.00	
10/C 14 AWG MULTI-CONDUCTOR CABLE	LF	35.00	-	(35.00)	
3" CONDT PVC SCH 40(T)	LF	75.00	75.00	-	
3" CONDT RM (RISER)	LF	-	40.00	40.00	New Item
GROUND BOX TYPE D	EA	1.00	1.00	-	
GROUND BOX TYPE D W/APRON	EA	-	2.00	2.00	New Item
PED SIGNAL HEAD ASSEMBLY	EA	1.00	4.00	3.00	
FURN/INST 5' PEDESTRIAN PUSH BUTTON	EA	1.00	4.00	3.00	
FURN/INST 10'-14' PEDESTRIAN PED POLE ASSM	EA	1.00	4.00	3.00	
DRILLED SHAFT FOUNDATION 24"	LF	6.00	24.00	18.00	
4" Y SLD PVMT MARKINGS (HAS) LF	LF	7,467.00	9008	1,541.00	
8" W SLD PVMT MARKINGS (HAS) LF	LF	46.00	46	-	
8" Y SLD PPVMT MARKINGS (HAS) LF	LF	215.00	215	-	
24" W SLD PVMT MARKINGS (HAE) LF	LF	2,290.00	2306	16.00	
LANE LEGEND RR EA	EA	4.00	4	-	
LANE LEGEND BIKE EA	EA	2.00	2	-	
CURB STRIPING LF	LF	218.00	218	-	
F&I GROUND MOUNTED SIGN EA	EA	2.00	3	1.00	
F&I INSTALL SIGN EXIST EA	EA	2.00	2	-	
REMOVE AND REINSTALL SIGN PANEL EA	EA	5.00	5	-	

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90% SCHEDULE

Activity Name	Activity ID	Original Duration	Start	Finish
Denton SED-B Design Deliverables - Sept 2022 (		591	03-Jan-22 A	26-Apr-24
Milestones		388	18-Oct-22	26-Apr-24
NTP Issued	M2010	0	29-Nov-22	
Substantial Completion	M2020	0		01-Apr-24*
Final Acceptance	M2030	0		26-Apr-24
Summary		340	29-Nov-22	29-Mar-24
Construction	A1660	340	29-Nov-22	29-Mar-24
Preconstruction		70	18-Oct-22	27-Jan-23
Submittal Submission	A4190	10	18-Oct-22	31-Oct-22
Submittal Review	A4200	10	01-Nov-22	14-Nov-22
Material and Equipment Procurement	A4210	50	15-Nov-22	27-Jan-23
30% Milestones		106	03-Jan-22 A	21-Jul-22
30% Design		106	03-Jan-22	30-Jun-22
City of Denton Standards Released	A1000	1	03-Jan-22	03-Jan-22
SUE, Geotech, and Survey Development	A1020	60	04-Jan-22	25-Mar-22
Integrated Design Schedule Workshop	A1010	1	06-Jan-22	06-Jan-22
Design Deliverables Matrix Meeting	A1030	1	20-Jan-22	20-Jan-22
Site Walk #1: Curb, Sidewalk, Access, Utilities, Tre	A1060	1	27-Jan-22	27-Jan-22
Obtain CCTV Data from Utility Department	A1050	1	28-Jan-22	28-Jan-22
Site Walk #2: Curb, Sidewalk, Access, Utilities, Tre	A1070	1	17-Mar-22	17-Mar-22
Interim 30% Submittal Due	A1080	1	18-Mar-22	18-Mar-22
SUE Level B Due	A1110	1	25-Mar-22	25-Mar-22
Site Walk #3: Curb, Sidewalk, Access, Utilities, Tre	A1100	1	29-Mar-22	29-Mar-22
Final 30% Submittal Due	M1000	0		15-Apr-22
Final 30% Submittal Review	A1140	5	18-Apr-22	22-Apr-22
Team 30% Workshop	A1150	1	26-Apr-22	26-Apr-22
Team Traffic Control Management Plan Developme	A1170	10	26-Apr-22	30-Jun-22
Team Traffic Control Workshop	A1130	1	28-Apr-22	28-Apr-22
30% Community Meeting		0	28-Apr-22	28-Apr-22
30% Milestone Community Meeting	M2040	0	28-Apr-22	
30% Schedule/Cost Model		42	08-Mar-22	21-Jul-22
Negotiate Construction Phase Agreement	A1040	10	08-Mar-22	21-Jul-22
Interim 30% Submittal - Constructability Review	A1090	10	18-Mar-22	30-Mar-22
Interim 30% Schedule and Cost Model Developme	A1190	21	31-Mar-22	29-Apr-22
Final 30% Bidability & Constructability Review	A1160	1	26-Apr-22	06-May-22
60% Milestones		37	09-May-22 A	21-Jul-22 A
60% Design		29	09-May-22	13-Jul-22 A
60% Design Deliverable Due	M2050	23	09-May-22	30-Jun-22
Team 60% Workshop	A1260	1	13-Jul-22 A	13-Jul-22 A
60% Schedule/Cost Model		14	01-Jul-22 A	21-Jul-22 A
60% Bidability & Constructability Review	A1280	13	01-Jul-22 A	20-Jul-22 A
60% Cost and Schedule Submittal	A4240	1	21-Jul-22 A	21-Jul-22 A
90% Milestones		59	01-Jul-22 A	23-Sep-22
90% Design		56	01-Jul-22 A	20-Sep-22
TCP (Traffic Control Plan) Approval	A1400	30	01-Jul-22 A	31-Aug-22
90% Design Deliverable Due	M1010	39	12-Jul-22 A	02-Sep-22
Team 90% Workshop	A1390	1	20-Sep-22	20-Sep-22
90% Schedule/Cost Model		14	06-Sep-22	23-Sep-22
90% Constructability Review	A1380	13	06-Sep-22	22-Sep-22
90% Schedule and Cost Model Due	A1420	1	23-Sep-22	23-Sep-22



Run Date - 26-Sep-22
Start Date - 03-Jan-22
Finish Date - 26-Apr-24
Data Date - 21-Jul-22

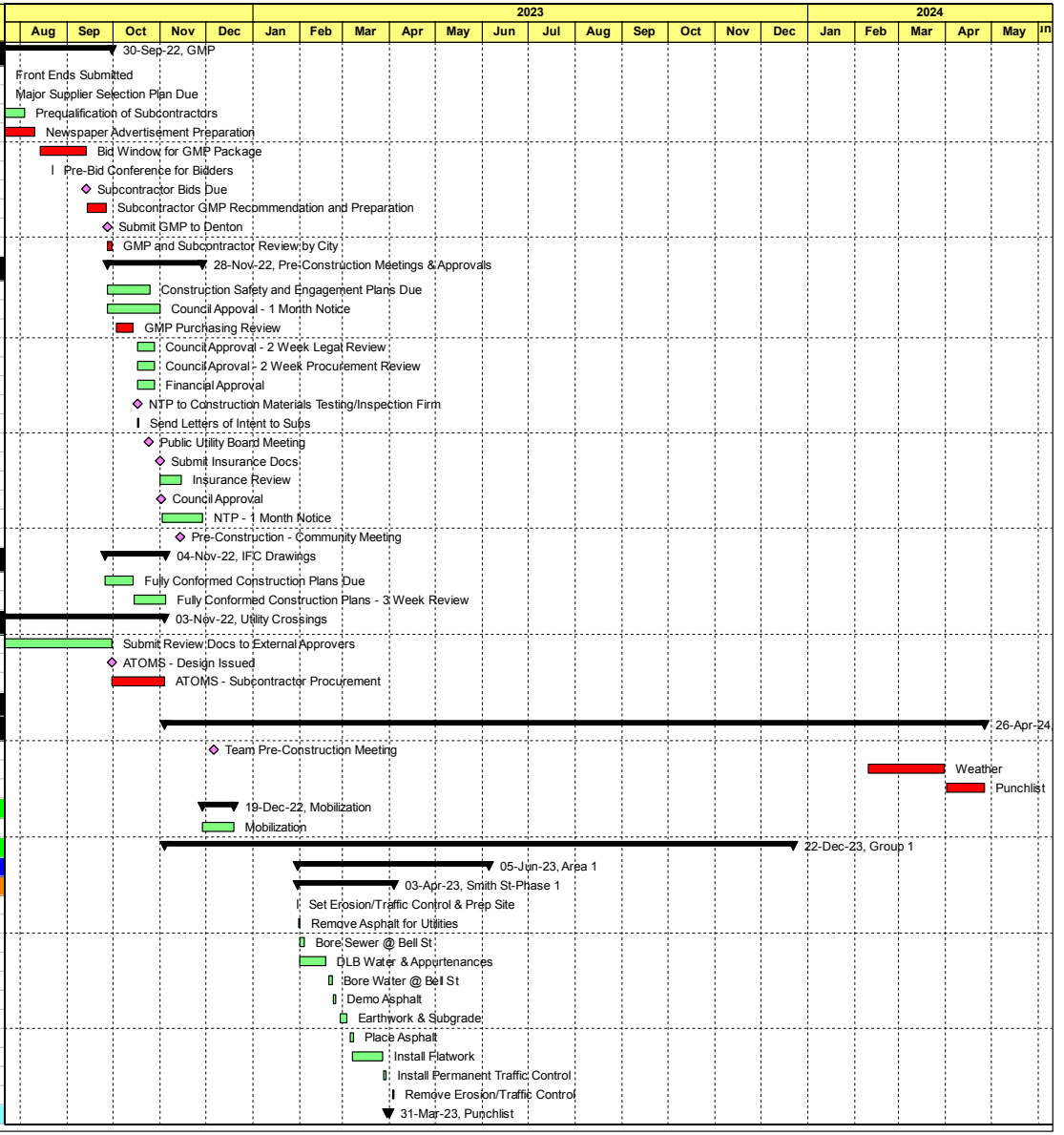
Remaining Level of Effort
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Denton SED-B Design Deliverables - Sept 2022 GMP - MASTER

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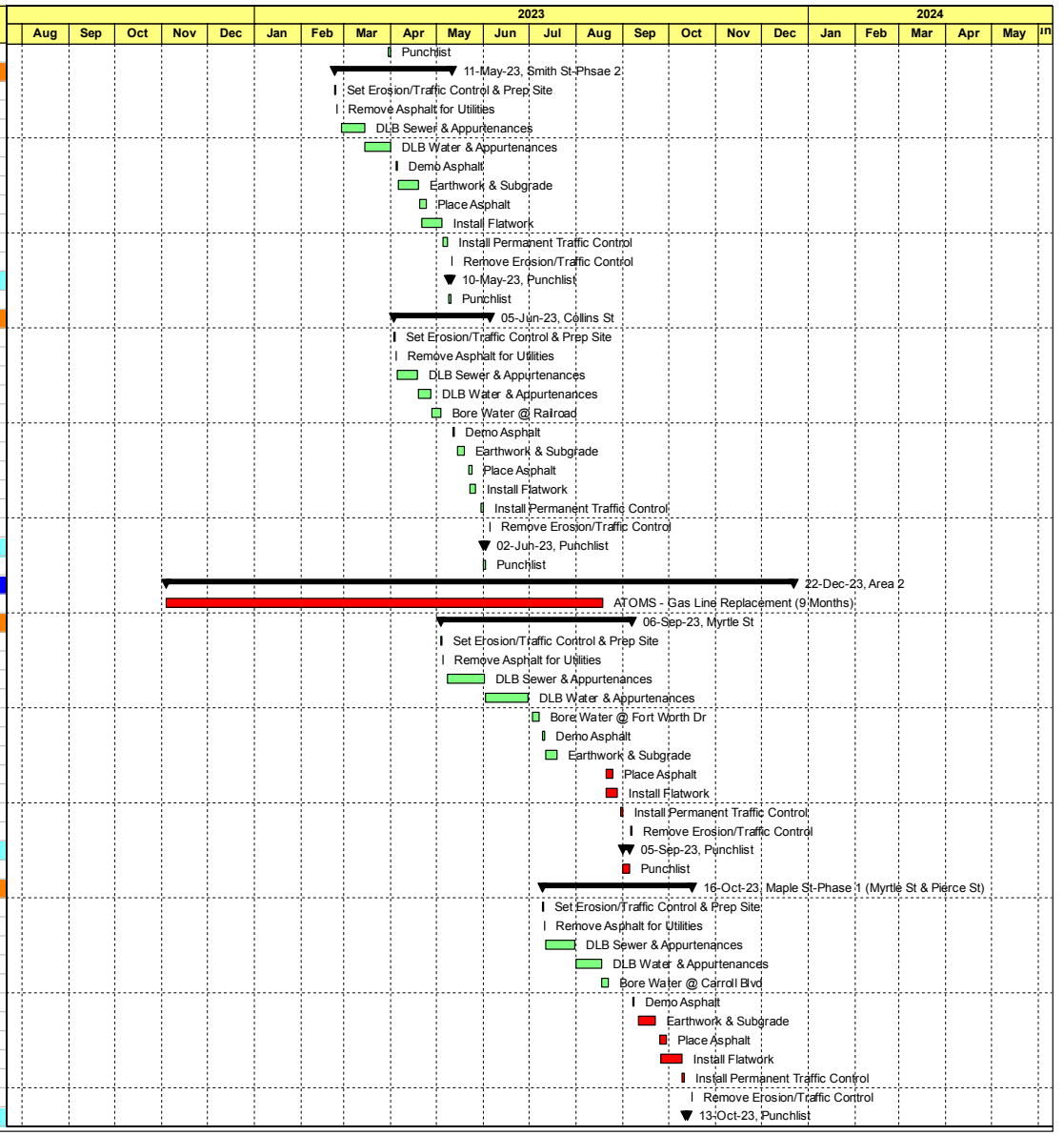
Activity Name	Activity ID	Original Duration	Start	Finish
GMP		51	21-Jul-22 A	30-Sep-22
Front Ends Submitted	A1320	1	21-Jul-22 A	21-Jul-22 A
Major Supplier Selection Plan Due	A1330	1	21-Jul-22 A	21-Jul-22 A
Prequalification of Subcontractors	A1340	10	21-Jul-22	03-Aug-22
Newspaper Advertisement Preparation	A1410	21	21-Jul-22 A	10-Aug-22
Bid Window for GMP Package	A1370	31	14-Aug-22	13-Sep-22
Pre-Bid Conference for Bidders	A1360	1	22-Aug-22	22-Aug-22
Subcontractor Bids Due	M1030	0		13-Sep-22
Subcontractor GMP Recommendation and Prepara	A1430	9	14-Sep-22	26-Sep-22
Submit GMP to Denton	M1040	0	27-Sep-22	
GMP and Subcontractor Review by City	A1450	4	27-Sep-22	30-Sep-22
Pre-Construction Meetings & Approvals		43	27-Sep-22	28-Nov-22
Construction Safety and Engagement Plans Due	M1020	21	27-Sep-22	25-Oct-22
Council Appoval - 1 Month Notice	A1560	35	27-Sep-22	31-Oct-22
GMP Purchasing Review	M1060	10	03-Oct-22	14-Oct-22
Council Approval - 2 Week Legal Review	A1570	10	17-Oct-22	28-Oct-22
Council Aproval - 2 Week Procurement Review	A1590	10	17-Oct-22	28-Oct-22
Financial Approval	A1620	10	17-Oct-22	28-Oct-22
NTP to Construction Materials Testing/Inspection Fi	M1070	0	17-Oct-22	
Send Letters of Intent to Subs	A1580	1	17-Oct-22	17-Oct-22
Public Utility Board Meeting	M1090	0	24-Oct-22	
Submit Insurance Docs	M1050	0	01-Nov-22	
Insurance Review	A1540	10	01-Nov-22	14-Nov-22
Council Approval	A1550	0		01-Nov-22
NTP - 1 Month Notice	A1610	27	02-Nov-22	28-Nov-22
Pre-Construction - Community Meeting	M1080	0	14-Nov-22	
IFC Drawings		30	26-Sep-22	04-Nov-22
Fully Conformed Construction Plans Due	A1700	15	26-Sep-22	14-Oct-22
Fully Conformed Construction Plans - 3 Week Revi	A1710	21	15-Oct-22	04-Nov-22
Utility Crossings		75	21-Jul-22	03-Nov-22
Submit Review Docs to External Approvers	A1300	72	21-Jul-22	30-Sep-22
ATOMS - Design Issued	A6440	0	30-Sep-22*	
ATOMS - Subcontractor Procurement	A6450	25	30-Sep-22	03-Nov-22
Lighting Study		0		
Construction		375	04-Nov-22	26-Apr-24
Team Pre-Construction Meeting	M2000	0	06-Dec-22	
Weather	A4230	50	10-Feb-24	30-Mar-24
Punchlist	A1680	20	01-Apr-24	26-Apr-24
Mobilization		15	29-Nov-22	19-Dec-22
Mobilization	A4220	15	29-Nov-22	19-Dec-22
Group 1		287	04-Nov-22	22-Dec-23
Area 1		90	30-Jan-23	05-Jun-23
Smith St-Phase 1		46	30-Jan-23	03-Apr-23
Set Erosion/Traffic Control & Prep Site	A3430	1	30-Jan-23	30-Jan-23
Remove Asphalt for Utilities	A3440	1	31-Jan-23	31-Jan-23
Bore Sewer @ Bell St	A6150	3	01-Feb-23	03-Feb-23
DLB Water & Appurtenances	A6420	13	01-Feb-23	17-Feb-23
Bore Water @ Bell St	A3480	3	20-Feb-23	22-Feb-23
Demo Asphalt	A3490	2	23-Feb-23	24-Feb-23
Earthwork & Subgrade	A3500	5	27-Feb-23	03-Mar-23
Place Asphalt	A3510	3	06-Mar-23	08-Mar-23
Install Flatwork	A3520	15	07-Mar-23	27-Mar-23
Install Permanent Traffic Control	A3530	2	28-Mar-23	29-Mar-23
Remove Erosion/Traffic Control	A3540	1	03-Apr-23	03-Apr-23
Punchlist		2	30-Mar-23	31-Mar-23



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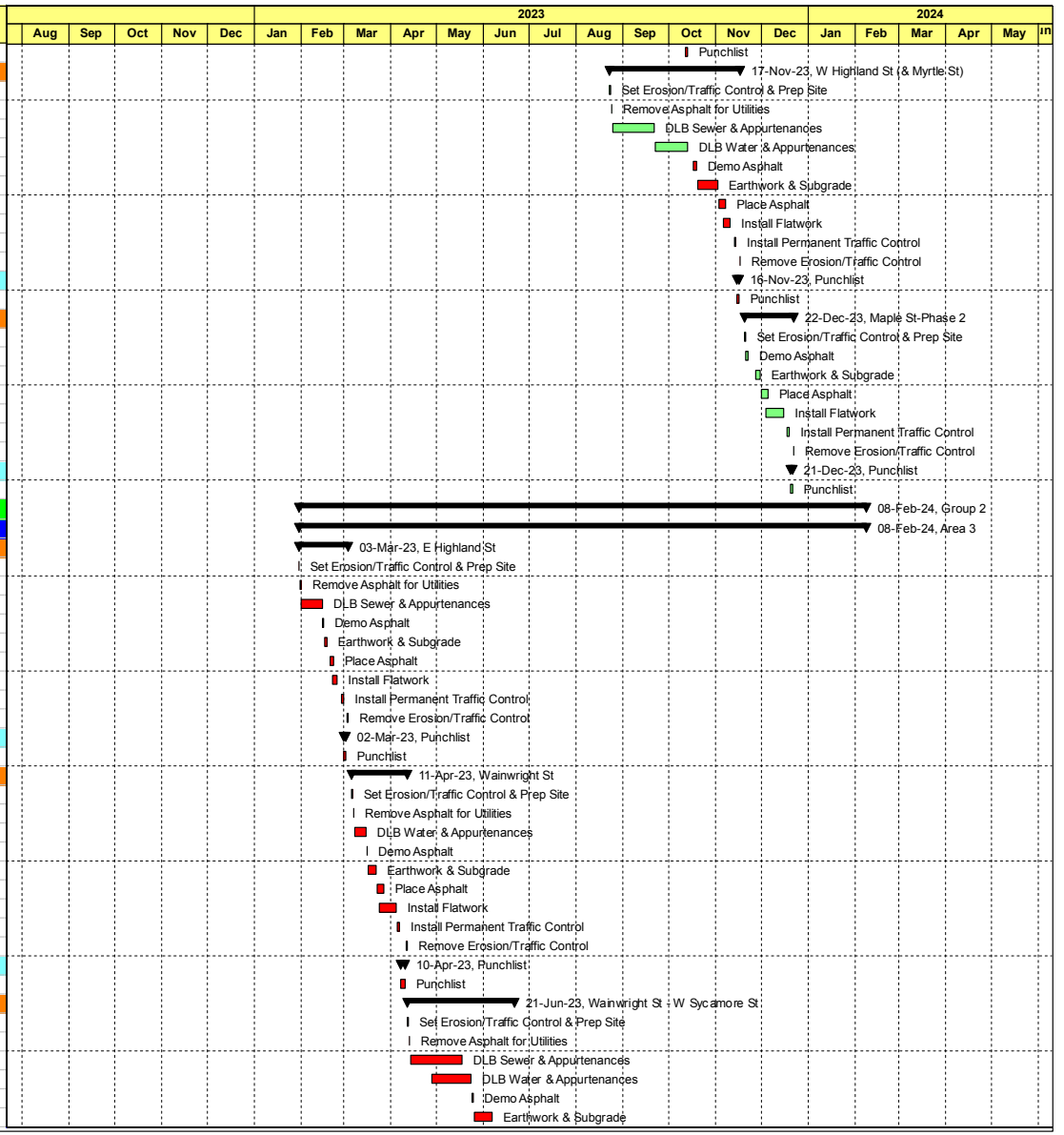
Activity Name	Activity ID	Original Duration	Start	Finish
Punchlist	A4000	2	30-Mar-23	31-Mar-23
Smith St-Phsae 2		56	23-Feb-23	11-May-23
Set Erosion/Traffic Control & Prep Site	A6030	1	23-Feb-23	23-Feb-23
Remove Asphalt for Utilities	A6040	1	24-Feb-23	24-Feb-23
DLB Sewer & Appurtenances	A6050	12	27-Feb-23	14-Mar-23
DLB Water & Appurtenances	A6060	13	15-Mar-23	31-Mar-23
Demo Asphalt	A6080	2	04-Apr-23	05-Apr-23
Earthwork & Subgrade	A6210	10	06-Apr-23	19-Apr-23
Place Asphalt	A6100	3	20-Apr-23	24-Apr-23
Install Flatwork	A6200	10	21-Apr-23	04-May-23
Install Permanent Traffic Control	A6120	2	05-May-23	08-May-23
Remove Erosion/Traffic Control	A6130	1	11-May-23	11-May-23
Punchlist		2	09-May-23	10-May-23
Punchlist	A6140	2	09-May-23	10-May-23
Collins St		45	03-Apr-23	05-Jun-23
Set Erosion/Traffic Control & Prep Site	A2110	1	03-Apr-23	03-Apr-23
Remove Asphalt for Utilities	A2120	1	04-Apr-23	04-Apr-23
DLB Sewer & Appurtenances	A2130	10	05-Apr-23	18-Apr-23
DLB Water & Appurtenances	A2150	7	19-Apr-23	27-Apr-23
Bore Water @ Railroad	A2160	4	28-Apr-23	03-May-23
Demo Asphalt	A2170	1	12-May-23	12-May-23
Earthwork & Subgrade	A6230	5	15-May-23	19-May-23
Place Asphalt	A2190	3	22-May-23	24-May-23
Install Flatwork	A2200	4	23-May-23	26-May-23
Install Permanent Traffic Control	A2210	2	30-May-23	31-May-23
Remove Erosion/Traffic Control	A2220	1	05-Jun-23	05-Jun-23
Punchlist		2	01-Jun-23	02-Jun-23
Punchlist	A4010	2	01-Jun-23	02-Jun-23
Area 2		287	04-Nov-22	22-Dec-23
ATOMS - Gas Line Replacement (9 Months)	A6430	200	04-Nov-22	18-Aug-23
Myrtle St		87	04-May-23	06-Sep-23
Set Erosion/Traffic Control & Prep Site	A3070	1	04-May-23	04-May-23
Remove Asphalt for Utilities	A3080	1	05-May-23	05-May-23
DLB Sewer & Appurtenances	A3090	18	08-May-23	01-Jun-23
DLB Water & Appurtenances	A3110	21	02-Jun-23	30-Jun-23
Bore Water @ Fort Worth Dr	A3120	4	03-Jul-23	07-Jul-23
Demo Asphalt	A3130	2	10-Jul-23	11-Jul-23
Earthwork & Subgrade	A6270	6	12-Jul-23	19-Jul-23
Place Asphalt	A3150	5	21-Aug-23	25-Aug-23
Install Flatwork	A3160	6	21-Aug-23	28-Aug-23
Install Permanent Traffic Control	A3170	2	30-Aug-23	31-Aug-23
Remove Erosion/Traffic Control	A3180	1	06-Sep-23	06-Sep-23
Punchlist		2	01-Sep-23	05-Sep-23
Punchlist	A4020	2	01-Sep-23	05-Sep-23
Maple St-Phase 1 (Myrtle St & Pierce St)		70	10-Jul-23	16-Oct-23
Set Erosion/Traffic Control & Prep Site	A5910	1	10-Jul-23	10-Jul-23
Remove Asphalt for Utilities	A5920	1	11-Jul-23	11-Jul-23
DLB Sewer & Appurtenances	A5930	14	12-Jul-23	31-Jul-23
DLB Water & Appurtenances	A5940	13	01-Aug-23	17-Aug-23
Bore Water @ Carroll Blvd	A5950	3	18-Aug-23	22-Aug-23
Demo Asphalt	A5960	2	07-Sep-23	08-Sep-23
Earthwork & Subgrade	A6330	10	11-Sep-23	22-Sep-23
Place Asphalt	A5980	5	25-Sep-23	29-Sep-23
Install Flatwork	A5990	10	26-Sep-23	09-Oct-23
Install Permanent Traffic Control	A6000	2	10-Oct-23	11-Oct-23
Remove Erosion/Traffic Control	A6010	1	16-Oct-23	16-Oct-23
Punchlist		2	12-Oct-23	13-Oct-23



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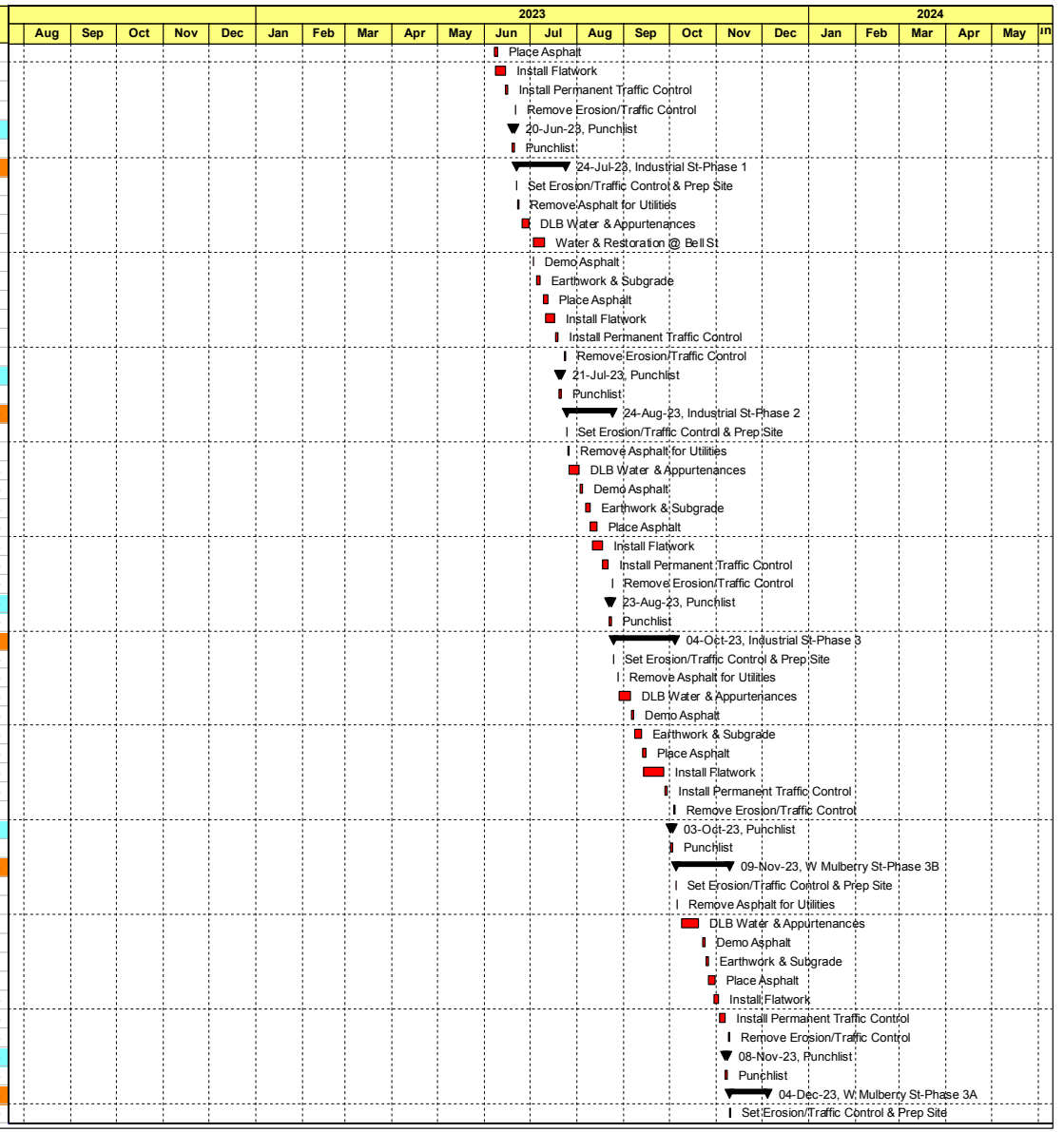
Activity Name	Activity ID	Original Duration	Start	Finish
Punchlist	A6020	2	12-Oct-23	13-Oct-23
W Highland St (& Myrtle St)		62	23-Aug-23	17-Nov-23
Set Erosion/Traffic Control & Prep Site	A2470	1	23-Aug-23	23-Aug-23
Remove Asphalt for Utilities	A2480	1	24-Aug-23	24-Aug-23
DLB Sewer & Appurtenances	A2490	19	25-Aug-23	21-Sep-23
DLB Water & Appurtenances	A2510	16	22-Sep-23	13-Oct-23
Demo Asphalt	A2530	3	17-Oct-23	19-Oct-23
Earthwork & Subgrade	A6310	10	20-Oct-23	02-Nov-23
Place Asphalt	A2550	3	03-Nov-23	07-Nov-23
Install Flatwork	A6300	5	06-Nov-23	10-Nov-23
Install Permanent Traffic Control	A2570	2	13-Nov-23	14-Nov-23
Remove Erosion/Traffic Control	A2580	1	17-Nov-23	17-Nov-23
Punchlist		2	15-Nov-23	16-Nov-23
Punchlist	A4040	2	15-Nov-23	16-Nov-23
Maple St-Phase 2		23	20-Nov-23	22-Dec-23
Set Erosion/Traffic Control & Prep Site	A2830	1	20-Nov-23	20-Nov-23
Demo Asphalt	A2890	2	21-Nov-23	22-Nov-23
Earthwork & Subgrade	A2900	4	27-Nov-23	30-Nov-23
Place Asphalt	A2910	3	01-Dec-23	05-Dec-23
Install Flatwork	A2920	10	04-Dec-23	15-Dec-23
Install Permanent Traffic Control	A2930	2	18-Dec-23	19-Dec-23
Remove Erosion/Traffic Control	A2940	1	22-Dec-23	22-Dec-23
Punchlist		2	20-Dec-23	21-Dec-23
Punchlist	A4030	2	20-Dec-23	21-Dec-23
Group 2		262	30-Jan-23	08-Feb-24
Area 3		262	30-Jan-23	08-Feb-24
E Highland St		25	30-Jan-23	03-Mar-23
Set Erosion/Traffic Control & Prep Site	A2350	1	30-Jan-23	30-Jan-23
Remove Asphalt for Utilities	A2360	1	31-Jan-23	31-Jan-23
DLB Sewer & Appurtenances	A2370	10	01-Feb-23	14-Feb-23
Demo Asphalt	A2410	1	15-Feb-23	15-Feb-23
Earthwork & Subgrade	A2420	2	16-Feb-23	17-Feb-23
Place Asphalt	A2430	3	20-Feb-23	22-Feb-23
Install Flatwork	A2440	4	21-Feb-23	24-Feb-23
Install Permanent Traffic Control	A2450	2	27-Feb-23	28-Feb-23
Remove Erosion/Traffic Control	A2460	1	03-Mar-23	03-Mar-23
Punchlist		2	01-Mar-23	02-Mar-23
Punchlist	A4060	2	01-Mar-23	02-Mar-23
Wainwright St		27	06-Mar-23	11-Apr-23
Set Erosion/Traffic Control & Prep Site	A3670	1	06-Mar-23	06-Mar-23
Remove Asphalt for Utilities	A3680	1	07-Mar-23	07-Mar-23
DLB Water & Appurtenances	A3710	6	08-Mar-23	15-Mar-23
Demo Asphalt	A3730	1	16-Mar-23	16-Mar-23
Earthwork & Subgrade	A3740	4	17-Mar-23	22-Mar-23
Place Asphalt	A3750	3	23-Mar-23	27-Mar-23
Install Flatwork	A3760	8	24-Mar-23	04-Apr-23
Install Permanent Traffic Control	A3770	2	05-Apr-23	06-Apr-23
Remove Erosion/Traffic Control	A3780	1	11-Apr-23	11-Apr-23
Punchlist		2	07-Apr-23	10-Apr-23
Punchlist	A4090	2	07-Apr-23	10-Apr-23
Wainwright St - W Sycamore St		50	12-Apr-23	21-Jun-23
Set Erosion/Traffic Control & Prep Site	A3790	1	12-Apr-23	12-Apr-23
Remove Asphalt for Utilities	A3800	1	13-Apr-23	13-Apr-23
DLB Sewer & Appurtenances	A3810	24	14-Apr-23	17-May-23
DLB Water & Appurtenances	A3830	18	28-Apr-23	23-May-23
Demo Asphalt	A3850	2	24-May-23	25-May-23
Earthwork & Subgrade	A3860	7	26-May-23	06-Jun-23



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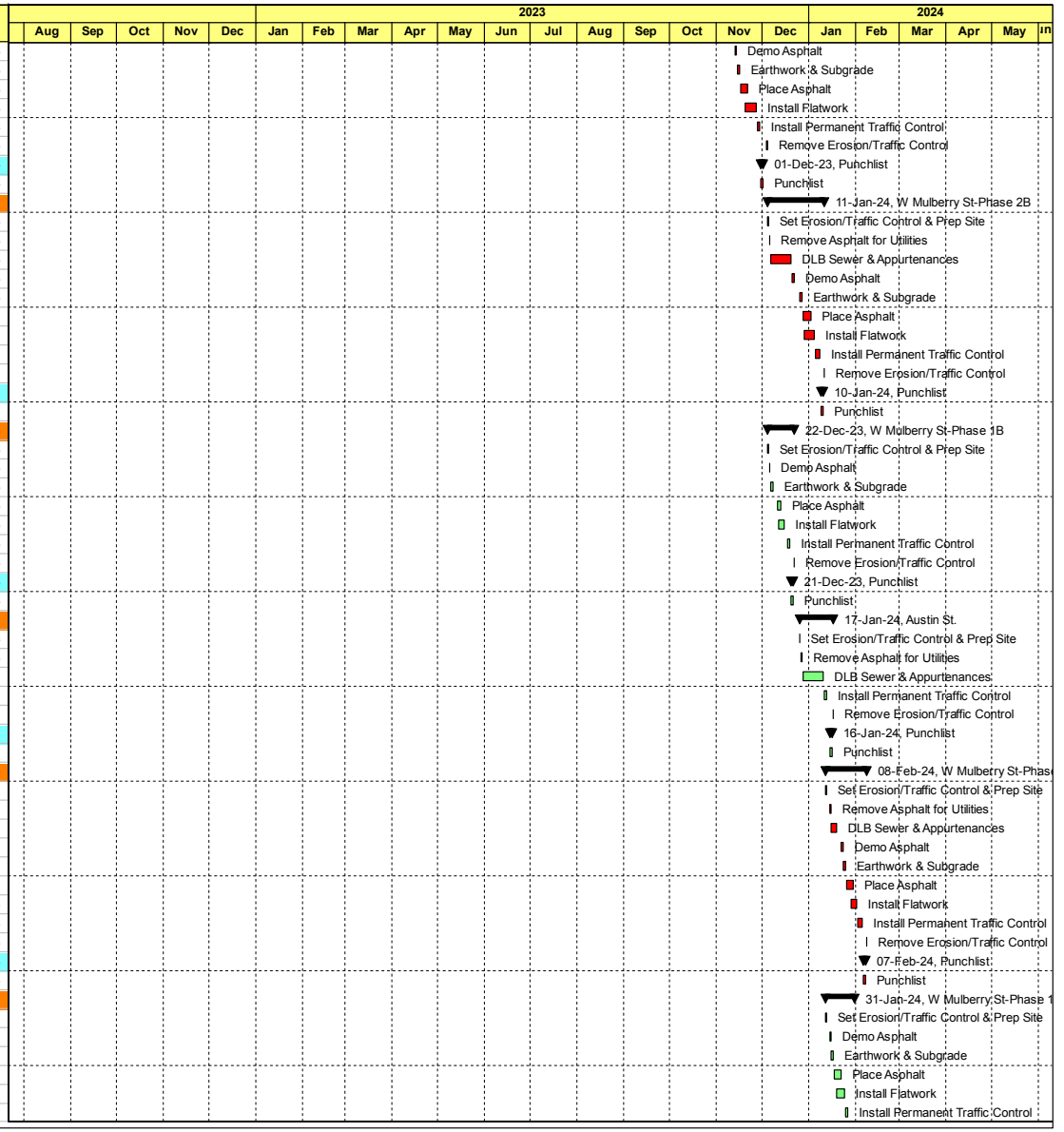
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Place Asphalt	A3870	3	07-Jun-23	09-Jun-23
Install Flatwork	A3880	5	08-Jun-23	14-Jun-23
Install Permanent Traffic Control	A3890	2	15-Jun-23	16-Jun-23
Remove Erosion/Traffic Control	A3900	1	21-Jun-23	21-Jun-23
Punchlist		2	19-Jun-23	20-Jun-23
Punchlist	A4080	2	19-Jun-23	20-Jun-23
Industrial St-Phase 1		22	22-Jun-23	24-Jul-23
Set Erosion/Traffic Control & Prep Site	A5140	1	22-Jun-23	22-Jun-23
Remove Asphalt for Utilities	A5150	1	23-Jun-23	23-Jun-23
DLB Water & Appurtenances	A5160	5	26-Jun-23	30-Jun-23
Water & Restoration @ Bell St	A5170	5	03-Jul-23	10-Jul-23
Demo Asphalt	A5180	1	03-Jul-23	03-Jul-23
Earthwork & Subgrade	A5190	3	05-Jul-23	07-Jul-23
Place Asphalt	A5200	3	10-Jul-23	12-Jul-23
Install Flatwork	A5210	5	11-Jul-23	17-Jul-23
Install Permanent Traffic Control	A5220	2	18-Jul-23	19-Jul-23
Remove Erosion/Traffic Control	A5230	1	24-Jul-23	24-Jul-23
Punchlist		2	20-Jul-23	21-Jul-23
Punchlist	A5240	2	20-Jul-23	21-Jul-23
Industrial St-Phase 2		23	25-Jul-23	24-Aug-23
Set Erosion/Traffic Control & Prep Site	A2590	1	25-Jul-23	25-Jul-23
Remove Asphalt for Utilities	A2600	1	26-Jul-23	26-Jul-23
DLB Water & Appurtenances	A2630	5	27-Jul-23	02-Aug-23
Demo Asphalt	A2650	2	03-Aug-23	04-Aug-23
Earthwork & Subgrade	A2660	3	07-Aug-23	09-Aug-23
Place Asphalt	A2670	3	10-Aug-23	14-Aug-23
Install Flatwork	A2680	5	11-Aug-23	17-Aug-23
Install Permanent Traffic Control	A2690	2	18-Aug-23	21-Aug-23
Remove Erosion/Traffic Control	A2700	1	24-Aug-23	24-Aug-23
Punchlist		2	22-Aug-23	23-Aug-23
Punchlist	A4100	2	22-Aug-23	23-Aug-23
Industrial St-Phase 3		28	25-Aug-23	04-Oct-23
Set Erosion/Traffic Control & Prep Site	A5250	1	25-Aug-23	25-Aug-23
Remove Asphalt for Utilities	A5260	1	28-Aug-23	28-Aug-23
DLB Water & Appurtenances	A5270	5	29-Aug-23	05-Sep-23
Demo Asphalt	A5290	2	06-Sep-23	07-Sep-23
Earthwork & Subgrade	A5300	3	08-Sep-23	12-Sep-23
Place Asphalt	A5310	3	13-Sep-23	15-Sep-23
Install Flatwork	A5320	10	14-Sep-23	27-Sep-23
Install Permanent Traffic Control	A5330	2	28-Sep-23	29-Sep-23
Remove Erosion/Traffic Control	A5340	1	04-Oct-23	04-Oct-23
Punchlist		2	02-Oct-23	03-Oct-23
Punchlist	A5350	2	02-Oct-23	03-Oct-23
W Mulberry St-Phase 3B		26	05-Oct-23	09-Nov-23
Set Erosion/Traffic Control & Prep Site	A5800	1	05-Oct-23	05-Oct-23
Remove Asphalt for Utilities	A5810	1	06-Oct-23	06-Oct-23
DLB Water & Appurtenances	A5830	10	09-Oct-23	20-Oct-23
Demo Asphalt	A5840	2	23-Oct-23	24-Oct-23
Earthwork & Subgrade	A5850	2	25-Oct-23	26-Oct-23
Place Asphalt	A5860	3	27-Oct-23	31-Oct-23
Install Flatwork	A5870	4	30-Oct-23	02-Nov-23
Install Permanent Traffic Control	A5880	2	03-Nov-23	06-Nov-23
Remove Erosion/Traffic Control	A5890	1	09-Nov-23	09-Nov-23
Punchlist		2	07-Nov-23	08-Nov-23
Punchlist	A5900	2	07-Nov-23	08-Nov-23
W Mulberry St-Phase 3A		15	10-Nov-23	04-Dec-23
Set Erosion/Traffic Control & Prep Site	A5690	1	10-Nov-23	10-Nov-23



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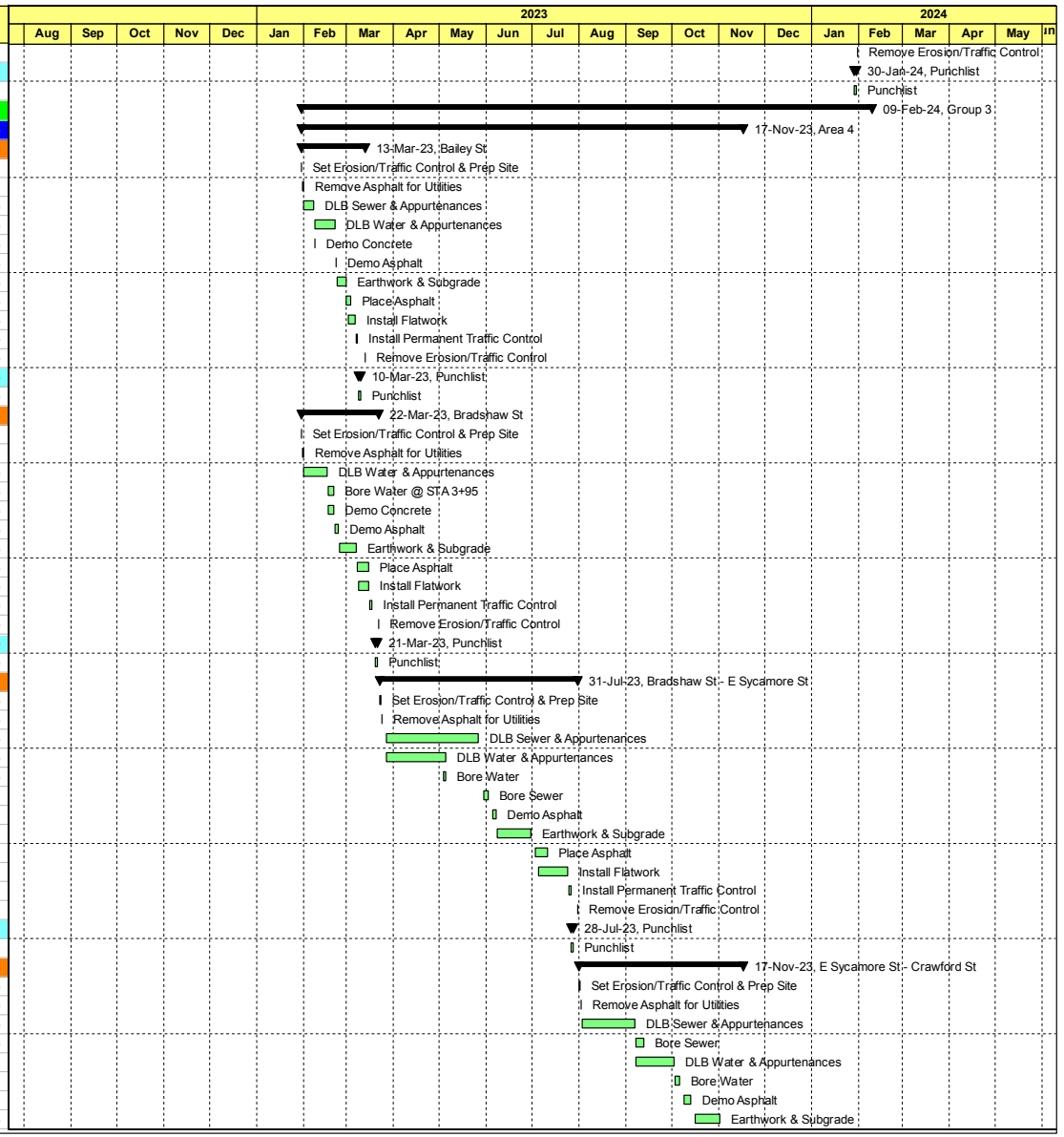
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Demo Asphalt	A5730	2	13-Nov-23	14-Nov-23
Earthwork & Subgrade	A5740	2	15-Nov-23	16-Nov-23
Place Asphalt	A5750	3	17-Nov-23	21-Nov-23
Install Flatwork	A5760	4	20-Nov-23	27-Nov-23
Install Permanent Traffic Control	A5770	2	28-Nov-23	29-Nov-23
Remove Erosion/Traffic Control	A5780	1	04-Dec-23	04-Dec-23
Punchlist		2	30-Nov-23	01-Dec-23
Punchlist	A5790	2	30-Nov-23	01-Dec-23
W Mulberry St-Phase 2B		26	05-Dec-23	11-Jan-24
Set Erosion/Traffic Control & Prep Site	A5580	1	05-Dec-23	05-Dec-23
Remove Asphalt for Utilities	A5590	1	06-Dec-23	06-Dec-23
DLB Sewer & Appurtenances	A5600	10	07-Dec-23	20-Dec-23
Demo Asphalt	A5620	2	21-Dec-23	22-Dec-23
Earthwork & Subgrade	A5630	2	26-Dec-23	27-Dec-23
Place Asphalt	A5640	3	28-Dec-23	02-Jan-24
Install Flatwork	A5650	4	29-Dec-23	04-Jan-24
Install Permanent Traffic Control	A5660	2	05-Jan-24	08-Jan-24
Remove Erosion/Traffic Control	A5670	1	11-Jan-24	11-Jan-24
Punchlist		2	09-Jan-24	10-Jan-24
Punchlist	A5680	2	09-Jan-24	10-Jan-24
W Mulberry St-Phase 1B		14	05-Dec-23	22-Dec-23
Set Erosion/Traffic Control & Prep Site	A5360	1	05-Dec-23	05-Dec-23
Demo Asphalt	A5400	1	06-Dec-23	06-Dec-23
Earthwork & Subgrade	A5410	2	07-Dec-23	08-Dec-23
Place Asphalt	A5420	3	11-Dec-23	13-Dec-23
Install Flatwork	A5430	4	12-Dec-23	15-Dec-23
Install Permanent Traffic Control	A5440	2	18-Dec-23	19-Dec-23
Remove Erosion/Traffic Control	A5450	1	22-Dec-23	22-Dec-23
Punchlist		2	20-Dec-23	21-Dec-23
Punchlist	A5460	2	20-Dec-23	21-Dec-23
Austin St.		16	26-Dec-23	17-Jan-24
Set Erosion/Traffic Control & Prep Site	A3910	1	26-Dec-23	26-Dec-23
Remove Asphalt for Utilities	A3920	1	27-Dec-23	27-Dec-23
DLB Sewer & Appurtenances	A3930	9	28-Dec-23	10-Jan-24
Install Permanent Traffic Control	A3980	2	11-Jan-24	12-Jan-24
Remove Erosion/Traffic Control	A3990	1	17-Jan-24	17-Jan-24
Punchlist		2	15-Jan-24	16-Jan-24
Punchlist	A4070	2	15-Jan-24	16-Jan-24
W Mulberry St-Phase 2A		20	12-Jan-24	08-Feb-24
Set Erosion/Traffic Control & Prep Site	A5470	1	12-Jan-24	12-Jan-24
Remove Asphalt for Utilities	A5480	1	15-Jan-24	15-Jan-24
DLB Sewer & Appurtenances	A5490	4	16-Jan-24	19-Jan-24
Demo Asphalt	A5510	2	22-Jan-24	23-Jan-24
Earthwork & Subgrade	A5520	2	24-Jan-24	25-Jan-24
Place Asphalt	A5530	3	26-Jan-24	30-Jan-24
Install Flatwork	A5540	4	29-Jan-24	01-Feb-24
Install Permanent Traffic Control	A5550	2	02-Feb-24	05-Feb-24
Remove Erosion/Traffic Control	A5560	1	08-Feb-24	08-Feb-24
Punchlist		2	06-Feb-24	07-Feb-24
Punchlist	A5570	2	06-Feb-24	07-Feb-24
W Mulberry St-Phase 1A		14	12-Jan-24	31-Jan-24
Set Erosion/Traffic Control & Prep Site	A2950	1	12-Jan-24	12-Jan-24
Demo Asphalt	A3010	1	15-Jan-24	15-Jan-24
Earthwork & Subgrade	A3020	2	16-Jan-24	17-Jan-24
Place Asphalt	A3030	3	18-Jan-24	22-Jan-24
Install Flatwork	A3040	4	19-Jan-24	24-Jan-24
Install Permanent Traffic Control	A3050	2	25-Jan-24	26-Jan-24



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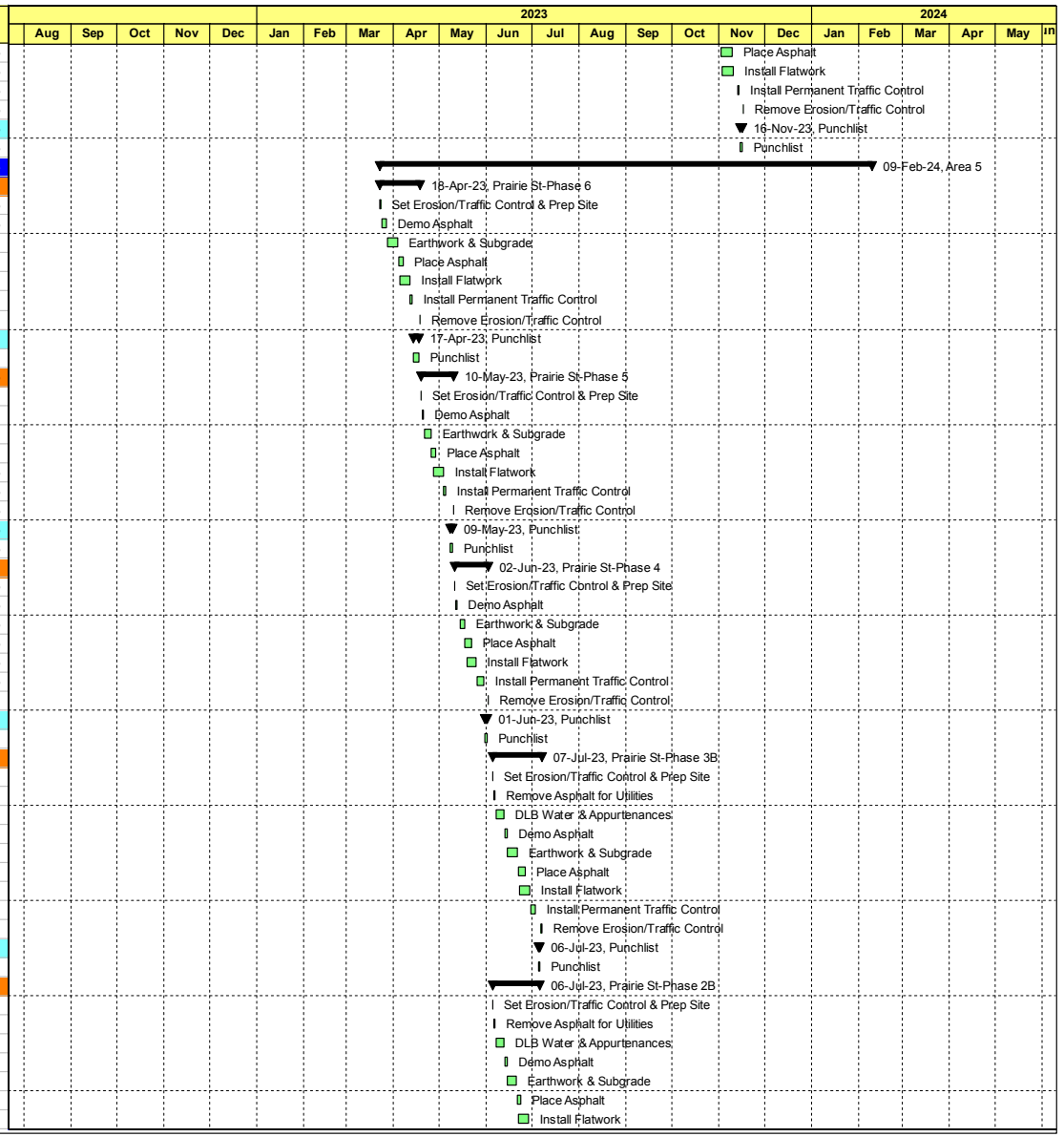
Activity Name	Activity ID	Original Duration	Start	Finish
Remove Erosion/Traffic Control	A3060	1	31-Jan-24	31-Jan-24
Punchlist		2	29-Jan-24	30-Jan-24
Punchlist	A4110	2	29-Jan-24	30-Jan-24
Group 3		263	30-Jan-23	09-Feb-24
Area 4		207	30-Jan-23	17-Nov-23
Bailey St		31	30-Jan-23	13-Mar-23
Set Erosion/Traffic Control & Prep Site	A1870	1	30-Jan-23	30-Jan-23
Remove Asphalt for Utilities	A1880	1	31-Jan-23	31-Jan-23
DLB Sewer & Appurtenances	A1890	5	01-Feb-23	07-Feb-23
DLB Water & Appurtenances	A1910	10	08-Feb-23	21-Feb-23
Demo Concrete	A6370	1	08-Feb-23	08-Feb-23
Demo Asphalt	A1930	1	22-Feb-23	22-Feb-23
Earthwork & Subgrade	A1940	4	23-Feb-23	28-Feb-23
Place Asphalt	A1950	3	01-Mar-23	03-Mar-23
Install Flatwork	A1960	3	02-Mar-23	06-Mar-23
Install Permanent Traffic Control	A1970	2	07-Mar-23	08-Mar-23
Remove Erosion/Traffic Control	A1980	1	13-Mar-23	13-Mar-23
Punchlist		2	09-Mar-23	10-Mar-23
Punchlist	A4150	2	09-Mar-23	10-Mar-23
Bradshaw St		38	30-Jan-23	22-Mar-23
Set Erosion/Traffic Control & Prep Site	A5020	1	30-Jan-23	30-Jan-23
Remove Asphalt for Utilities	A5030	1	31-Jan-23	31-Jan-23
DLB Water & Appurtenances	A5050	12	01-Feb-23	16-Feb-23
Bore Water @ STA 3+95	A5060	2	17-Feb-23	20-Feb-23
Demo Concrete	A6380	2	17-Feb-23	20-Feb-23
Demo Asphalt	A5070	3	21-Feb-23	23-Feb-23
Earthwork & Subgrade	A5080	8	24-Feb-23	07-Mar-23
Place Asphalt	A5090	6	08-Mar-23	15-Mar-23
Install Flatwork	A5100	5	09-Mar-23	15-Mar-23
Install Permanent Traffic Control	A5110	2	16-Mar-23	17-Mar-23
Remove Erosion/Traffic Control	A5120	1	22-Mar-23	22-Mar-23
Punchlist		2	20-Mar-23	21-Mar-23
Punchlist	A5130	2	20-Mar-23	21-Mar-23
Bradshaw St - E Sycamore St		91	23-Mar-23	31-Jul-23
Set Erosion/Traffic Control & Prep Site	A1990	1	23-Mar-23	23-Mar-23
Remove Asphalt for Utilities	A2000	1	24-Mar-23	24-Mar-23
DLB Sewer & Appurtenances	A2010	45	27-Mar-23	26-May-23
DLB Water & Appurtenances	A2030	30	27-Mar-23	05-May-23
Bore Water	A6410	2	04-May-23	05-May-23
Bore Sewer	A6400	4	30-May-23	02-Jun-23
Demo Asphalt	A2050	3	05-Jun-23	07-Jun-23
Earthwork & Subgrade	A2060	17	08-Jun-23	30-Jun-23
Place Asphalt	A2070	6	03-Jul-23	11-Jul-23
Install Flatwork	A2080	14	05-Jul-23	24-Jul-23
Install Permanent Traffic Control	A2090	2	25-Jul-23	26-Jul-23
Remove Erosion/Traffic Control	A2100	1	31-Jul-23	31-Jul-23
Punchlist		2	27-Jul-23	28-Jul-23
Punchlist	A4160	2	27-Jul-23	28-Jul-23
E Sycamore St - Crawford St		78	01-Aug-23	17-Nov-23
Set Erosion/Traffic Control & Prep Site	A3550	1	01-Aug-23	01-Aug-23
Remove Asphalt for Utilities	A3560	1	02-Aug-23	02-Aug-23
DLB Sewer & Appurtenances	A3570	24	03-Aug-23	06-Sep-23
Bore Sewer	A3580	4	07-Sep-23	12-Sep-23
DLB Water & Appurtenances	A3590	18	07-Sep-23	02-Oct-23
Bore Water	A3600	4	03-Oct-23	06-Oct-23
Demo Asphalt	A3610	5	09-Oct-23	13-Oct-23
Earthwork & Subgrade	A3620	13	16-Oct-23	01-Nov-23



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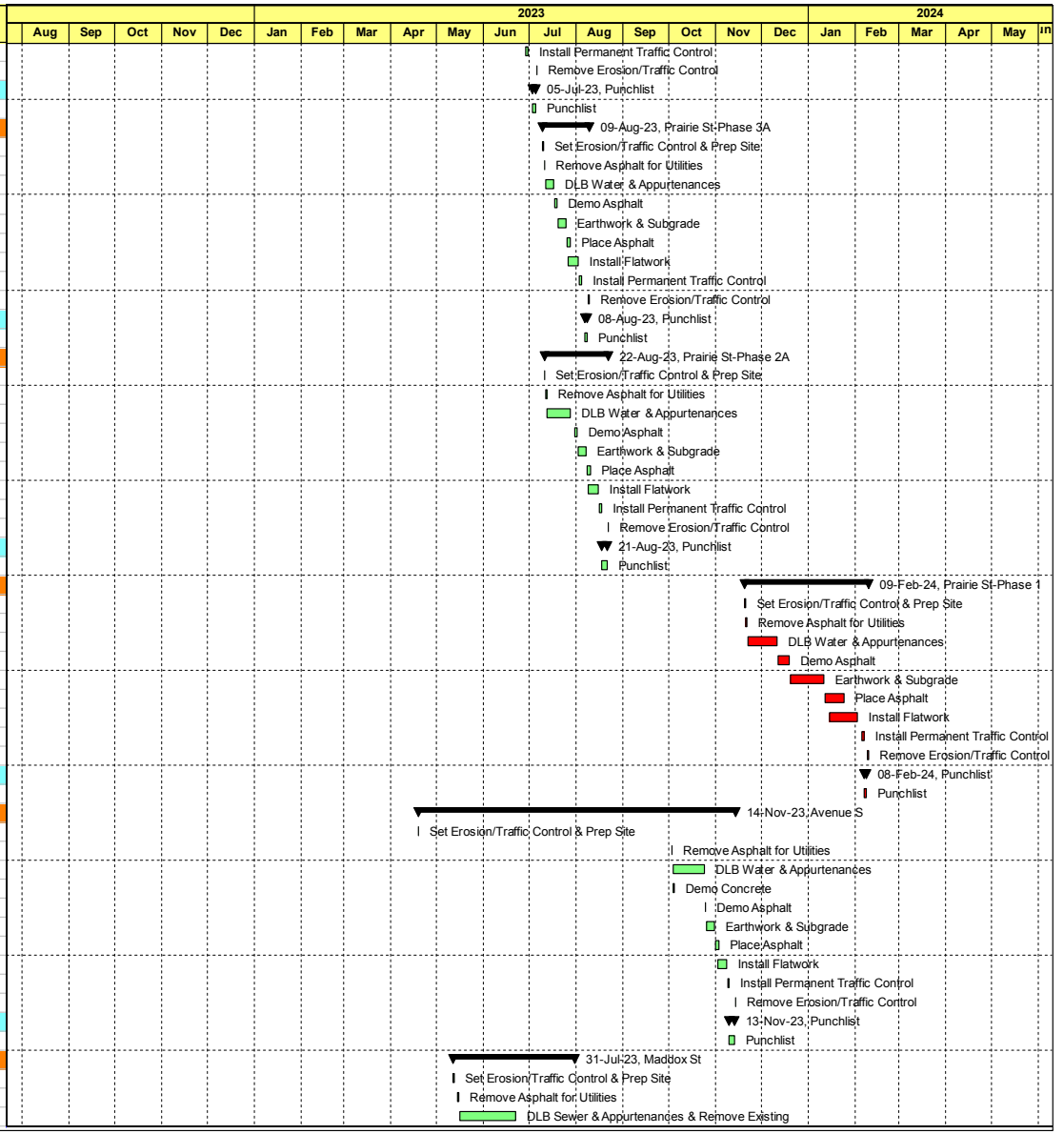
Activity Name	Activity ID	Original Duration	Start	Finish
Place Asphalt	A3630	6	02-Nov-23	09-Nov-23
Install Flatwork	A3640	6	03-Nov-23	10-Nov-23
Install Permanent Traffic Control	A3650	2	13-Nov-23	14-Nov-23
Remove Erosion/Traffic Control	A3660	1	17-Nov-23	17-Nov-23
Punchlist		2	15-Nov-23	16-Nov-23
Punchlist	A4170	2	15-Nov-23	16-Nov-23
Area 5		225	23-Mar-23	09-Feb-24
Prairie St-Phase 6		19	23-Mar-23	18-Apr-23
Set Erosion/Traffic Control & Prep Site	A3310	1	23-Mar-23	23-Mar-23
Demo Asphalt	A3370	2	24-Mar-23	27-Mar-23
Earthwork & Subgrade	A3380	5	28-Mar-23	03-Apr-23
Place Asphalt	A3390	4	04-Apr-23	07-Apr-23
Install Flatwork	A3400	5	05-Apr-23	11-Apr-23
Install Permanent Traffic Control	A3410	2	12-Apr-23	13-Apr-23
Remove Erosion/Traffic Control	A3420	1	18-Apr-23	18-Apr-23
Punchlist		2	14-Apr-23	17-Apr-23
Punchlist	A4140	2	14-Apr-23	17-Apr-23
Prairie St-Phase 5		16	19-Apr-23	10-May-23
Set Erosion/Traffic Control & Prep Site	A4360	1	19-Apr-23	19-Apr-23
Demo Asphalt	A4400	1	20-Apr-23	20-Apr-23
Earthwork & Subgrade	A4410	3	21-Apr-23	25-Apr-23
Place Asphalt	A4420	3	26-Apr-23	28-Apr-23
Install Flatwork	A4430	5	27-Apr-23	03-May-23
Install Permanent Traffic Control	A4440	2	04-May-23	05-May-23
Remove Erosion/Traffic Control	A4450	1	10-May-23	10-May-23
Punchlist		2	08-May-23	09-May-23
Punchlist	A4460	2	08-May-23	09-May-23
Prairie St-Phase 4		16	11-May-23	02-Jun-23
Set Erosion/Traffic Control & Prep Site	A4470	1	11-May-23	11-May-23
Demo Asphalt	A4510	1	12-May-23	12-May-23
Earthwork & Subgrade	A4520	3	15-May-23	17-May-23
Place Asphalt	A4530	3	18-May-23	22-May-23
Install Flatwork	A4540	5	19-May-23	25-May-23
Install Permanent Traffic Control	A4550	2	26-May-23	30-May-23
Remove Erosion/Traffic Control	A4560	1	02-Jun-23	02-Jun-23
Punchlist		2	31-May-23	01-Jun-23
Punchlist	A4570	2	31-May-23	01-Jun-23
Prairie St-Phase 3B		24	05-Jun-23	07-Jul-23
Set Erosion/Traffic Control & Prep Site	A4690	1	05-Jun-23	05-Jun-23
Remove Asphalt for Utilities	A4700	1	06-Jun-23	06-Jun-23
DLB Water & Appurtenances	A4720	4	07-Jun-23	12-Jun-23
Demo Asphalt	A4730	2	13-Jun-23	14-Jun-23
Earthwork & Subgrade	A4740	5	15-Jun-23	21-Jun-23
Place Asphalt	A4750	3	22-Jun-23	26-Jun-23
Install Flatwork	A4760	5	23-Jun-23	29-Jun-23
Install Permanent Traffic Control	A4770	2	30-Jun-23	03-Jul-23
Remove Erosion/Traffic Control	A4780	1	07-Jul-23	07-Jul-23
Punchlist		2	05-Jul-23	06-Jul-23
Punchlist	A4790	2	05-Jul-23	06-Jul-23
Prairie St-Phase 2B		23	05-Jun-23	06-Jul-23
Set Erosion/Traffic Control & Prep Site	A4910	1	05-Jun-23	05-Jun-23
Remove Asphalt for Utilities	A4920	1	06-Jun-23	06-Jun-23
DLB Water & Appurtenances	A4940	4	07-Jun-23	12-Jun-23
Demo Asphalt	A4950	2	13-Jun-23	14-Jun-23
Earthwork & Subgrade	A4960	4	15-Jun-23	20-Jun-23
Place Asphalt	A4970	3	21-Jun-23	23-Jun-23
Install Flatwork	A4980	5	22-Jun-23	28-Jun-23



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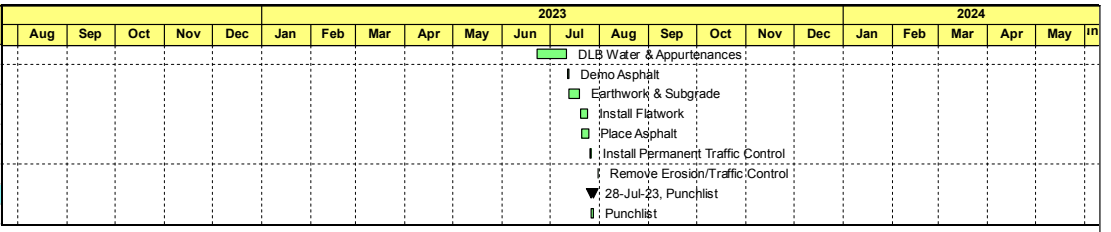
Activity Name	Activity ID	Original Duration	Start	Finish
Install Permanent Traffic Control	A4990	2	29-Jun-23	30-Jun-23
Remove Erosion/Traffic Control	A5000	1	06-Jul-23	06-Jul-23
Punchlist		2	03-Jul-23	05-Jul-23
Punchlist	A5010	2	03-Jul-23	05-Jul-23
Prairie St-Phase 3A		23	10-Jul-23	09-Aug-23
Set Erosion/Traffic Control & Prep Site	A4580	1	10-Jul-23	10-Jul-23
Remove Asphalt for Utilities	A4590	1	11-Jul-23	11-Jul-23
DLB Water & Appurtenances	A4610	4	12-Jul-23	17-Jul-23
Demo Asphalt	A4620	2	18-Jul-23	19-Jul-23
Earthwork & Subgrade	A4630	4	20-Jul-23	25-Jul-23
Place Asphalt	A4640	3	26-Jul-23	28-Jul-23
Install Flatwork	A4650	5	27-Jul-23	02-Aug-23
Install Permanent Traffic Control	A4660	2	03-Aug-23	04-Aug-23
Remove Erosion/Traffic Control	A4670	1	09-Aug-23	09-Aug-23
Punchlist		2	07-Aug-23	08-Aug-23
Punchlist	A4680	2	07-Aug-23	08-Aug-23
Prairie St-Phase 2A		31	11-Jul-23	22-Aug-23
Set Erosion/Traffic Control & Prep Site	A4800	1	11-Jul-23	11-Jul-23
Remove Asphalt for Utilities	A4810	1	12-Jul-23	12-Jul-23
DLB Water & Appurtenances	A4830	12	13-Jul-23	28-Jul-23
Demo Asphalt	A4840	2	31-Jul-23	01-Aug-23
Earthwork & Subgrade	A4850	4	02-Aug-23	07-Aug-23
Place Asphalt	A4860	3	08-Aug-23	10-Aug-23
Install Flatwork	A4870	5	09-Aug-23	15-Aug-23
Install Permanent Traffic Control	A4880	2	16-Aug-23	17-Aug-23
Remove Erosion/Traffic Control	A4890	1	22-Aug-23	22-Aug-23
Punchlist		2	18-Aug-23	21-Aug-23
Punchlist	A4900	2	18-Aug-23	21-Aug-23
Prairie St-Phase 1		56	20-Nov-23	09-Feb-24
Set Erosion/Traffic Control & Prep Site	A4250	1	20-Nov-23	20-Nov-23
Remove Asphalt for Utilities	A4260	1	21-Nov-23	21-Nov-23
DLB Water & Appurtenances	A4280	12	22-Nov-23	11-Dec-23
Demo Asphalt	A4290	6	12-Dec-23	19-Dec-23
Earthwork & Subgrade	A4300	15	20-Dec-23	11-Jan-24
Place Asphalt	A4310	9	12-Jan-24	24-Jan-24
Install Flatwork	A4320	15	15-Jan-24	02-Feb-24
Install Permanent Traffic Control	A4330	2	05-Feb-24	06-Feb-24
Remove Erosion/Traffic Control	A4340	1	09-Feb-24	09-Feb-24
Punchlist		2	07-Feb-24	08-Feb-24
Punchlist	A4350	2	07-Feb-24	08-Feb-24
Avenue S		147	19-Apr-23	14-Nov-23
Set Erosion/Traffic Control & Prep Site	A1750	1	19-Apr-23	19-Apr-23
Remove Asphalt for Utilities	A1760	1	03-Oct-23	03-Oct-23
DLB Water & Appurtenances	A1790	15	04-Oct-23	24-Oct-23
Demo Concrete	A6360	1	04-Oct-23	04-Oct-23
Demo Asphalt	A1810	1	25-Oct-23	25-Oct-23
Earthwork & Subgrade	A1820	4	26-Oct-23	31-Oct-23
Place Asphalt	A1830	3	01-Nov-23	03-Nov-23
Install Flatwork	A1840	5	02-Nov-23	08-Nov-23
Install Permanent Traffic Control	A1850	1	09-Nov-23	09-Nov-23
Remove Erosion/Traffic Control	A1860	1	14-Nov-23	14-Nov-23
Punchlist		2	10-Nov-23	13-Nov-23
Punchlist	A4120	2	10-Nov-23	13-Nov-23
Maddox St		55	12-May-23	31-Jul-23
Set Erosion/Traffic Control & Prep Site	A2710	1	12-May-23	12-May-23
Remove Asphalt for Utilities	A2720	1	15-May-23	15-May-23
DLB Sewer & Appurtenances & Remove Existing	A2730	27	16-May-23	22-Jun-23



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Activity Name	Activity ID	Original Duration	Start	Finish
DLB Water & Appurtenances	A2750	12	23-Jun-23	11-Jul-23
Demo Asphalt	A2770	1	12-Jul-23	12-Jul-23
Earthwork & Subgrade	A2780	5	13-Jul-23	19-Jul-23
Install Flatwork	A2800	3	20-Jul-23	24-Jul-23
Place Asphalt	A2790	3	21-Jul-23	25-Jul-23
Install Permanent Traffic Control	A2810	1	26-Jul-23	26-Jul-23
Remove Erosion/Traffic Control	A2820	1	31-Jul-23	31-Jul-23
Punchlist		2	27-Jul-23	28-Jul-23
Punchlist	A4130	2	27-Jul-23	28-Jul-23



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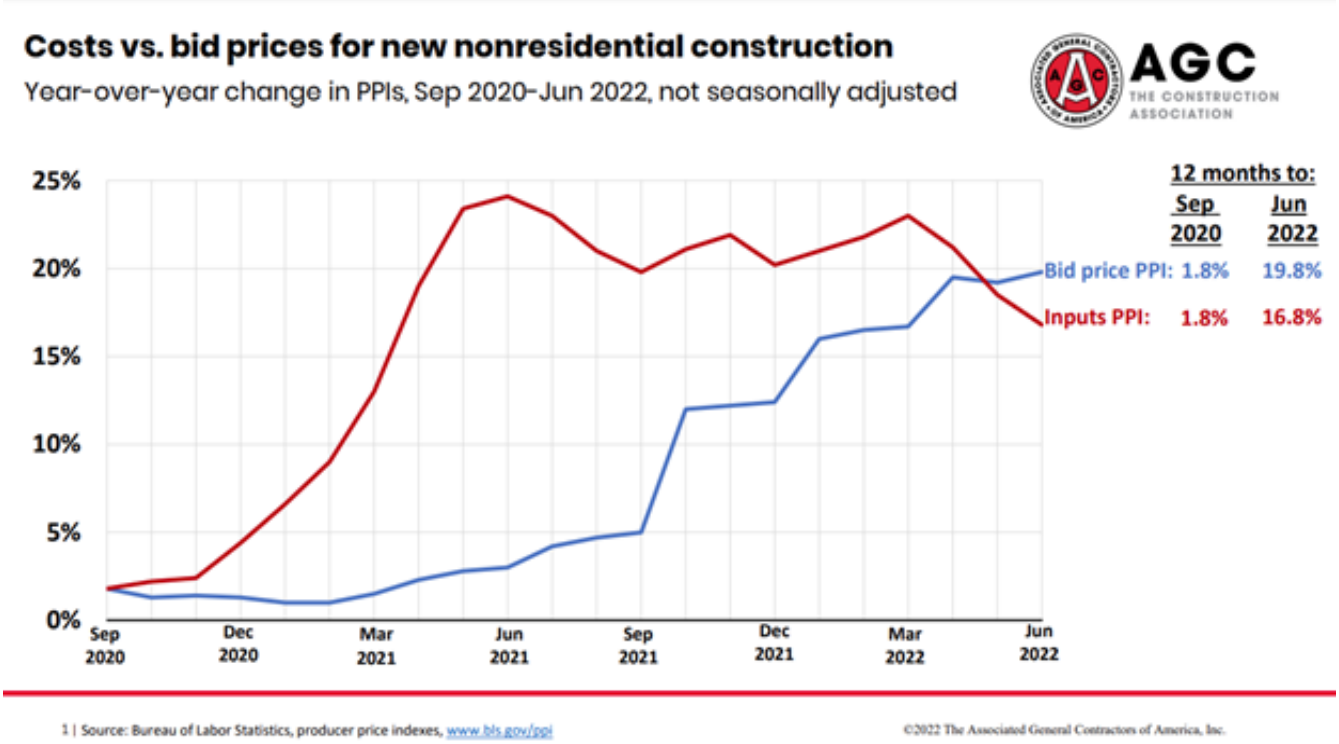
CONTINGENCY/ESCALATION PLAN

At the time of the GMP and 90% design Milestone, McCarthy has included in our pricing, a design contingency of 1.5% and a Construction Contingency of 5%. The reduced design contingency amount is intended to allow for the completion of the drawings and specifications, which is expected in mid-October. Construction contingency amount is intended to cover unforeseeable elements of cost within the defined project scope during the construction phase.

McCarthy continues to monitor changes in consumer, producer, and construction prices in order to make the best decisions and recommendations regarding market conditions on our projects. Some notable updated data for this project as of July: For highway and street construction, the producer price index (PPI) has increased 15.4% from July of 2021 to July of 2022, 1.5 % since April of 2022, and decreased 1.6% since June of 2022. PPI for truck transportation of freight has increased 21.7% in the last year, 1.3% in the last 3 months, and decreased 0.3% since June (Source: AGC - Construction Data - Producer Prices and Employment Costs, July 2022). These changes are in line with the impacts to other construction sectors and represent a slower inflation than experienced in earlier 2022.

Based upon experiences on current projects, and input from key vendors and subcontractors, we have identified the following scopes/materials as experiencing unusually high price volatility.

- Asphalt Materials
- PVC
- Valves
- Steel products/reinforcing steel
- Fly Ash/Ready Mix Concrete



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McCarthy has identified the following materials with long lead times:

- » Mueller Fire Hydrants (33 Weeks)- alternative material allowed in the 90% specifications to alleviate this issue
- » PVC Pipe Materials (6 weeks)
- » Standard Valves (6 weeks)
- » Precast Sewer Manholes (8 weeks)

When solicited for award, subcontractors and vendors were asked to include escalation on labor, materials and equipment costs in their cost opinions for this budget based on our current schedule. These proposers were solicited with the 60% plans and specifications. Since the 90% plans and specifications were completed during the advertisement, they were issued to the subcontractors to allow them to update their proposals with the most current project information. All subcontractors were interviewed to confirm their understanding of the documents, schedule, and contract. The team agreed that this solicitation procedure would allow us to maintain our anticipated construction schedule and minimize risk by providing bidders with more current documents. The best value combination of subcontractors as determined by the scoring criteria outlined in the Project Front Ends is included with the GMP documentation. All major work category subcontractor proposals are good for 120 days from their submission.



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MAJOR SUBCONTRACTOR AND MAJOR SUPPLIER SELECTION PLAN

McCarthy has determined the following major work categories (>$50,000) that will be procured competitively and awarded on a best-value basis.

Major Work Packages:

1. Asphalt Paving
2. Earthwork/Demolition/Subgrade
3. Concrete Flatwork
4. Traffic Control
5. Underground Utilities

As outlined in the project Front End Documents, McCarthy scored all proposals received per the following criteria:

- Proposed Construction Price: 40 Points
- Safety, Accident Rates and OSHA Record: 20 Points
- Schedule and Planning: 15 Points
- Financial Strength: 15 Points
- Qualifications/Experience/References: 15 Points

Based on strict adherence to the scoring matrix, McCarthy recommends the following subcontractors, on a best value basis, for the Major Work Categories:

Recommended Major Subcontractors:

1. Asphalt Paving: Jagoe-Public Company
2. Earthwork/Demolition/Subgrade: McCarthy Building Companies
3. Concrete Flatwork: McCarthy Building Companies
4. Traffic Control: McCarthy Building Companies
5. Underground Utilities: North Texas Contracting

McCarthy, as the CMAR, solicited numerous contractors directly, as well as advertised the project in the newspaper, local and online planrooms, and AMTEK. Feedback from the marketplace indicated that many contractors are extremely busy and did not have availability to pursue this project. Others indicated that the spread out nature of the work on this project was less attractive at this time, than other opportunities.

McCarthy's estimating team worked extensively with interested proposers to assist in the preparation of their proposals, recognizing that CMAR contracting is relatively uncommon in the Texas Horizontal Market.

The McCarthy team collected sealed proposals on September 2nd, and delivered those to the City of Denton to be opened together. McCarthy did opt to compete for 3 packages, and submitted the self-perform proposals to the City 24 hours in advance, in the spirit of fairness and transparency. After evaluating the proposals received, McCarthy conducted scoping interviews with the most responsive subcontractors in each category, based on application of the scoring criteria to their written proposals. The intent of the interviews was to validate that all scope, as outlined in the front ends was included, all paperwork and documentation was complete, and that proposers understood the project and the delivery method. All proposers were given 24 hours, post-interview to correct any deficiencies and respond to requests for clarification. After completion of all interviews, scores were updated, and final totals are summarized below. Additional detail can be provided upon request.

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90% VALUE ENGINEERING

At earlier design milestones, McCarthy identified the following opportunities for value engineering:

- Lime Treatment in lieu of Flex Base (Positive cost impact, negative impact to schedule) - Rejected
- Thinner Flex Base Section (Pending geotechnical report) – Accepted and incorporated
- Thinner Flex Base Section with Geogrid (Pending geotechnical report) - Rejected
- Eliminate utility bores and replace with open cut trenches (Impacts traffic control) – Partially accepted and incorporated
- Re-evaluate water and sanitary sewer pipe materials (impacts to lead time and price)
- Allow alternative fire hydrant assemblies (reduce long lead times)- Accepted and incorporated into 90% specifications
- Consider a change to Asphalt Paving Spec to allow RAP (Recycled Asphalt Paving) similar to TXDOT 341 (Cost reduction)- Accepted for base courses in 90% specifications
- Consider reuse/rehabilitation of existing fire hydrants (cost saving)
- Replace stainless steel bollards with galvanized steel- Accepted and incorporated in 90% Plans
- Removed requirement for portable changeable message boards at all locations based on subcontractor feedback to reduce cost, will only be utilized for certain streets

At the 90% milestone, the project team has accepted value engineering options for alternative fire hydrant assemblies to improve material lead times, alternate material for bollards to reduce cost, and confirmed the acceptability of blending recycled asphalt materials into base layers of asphalt to reduce cost.

As the team advances the plans to the 100% IFC set and the construction phase begins, we will continue to evaluate options to bring value to the City.



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EXHIBIT B-1: PROJECT DESCRIPTION

The City of Denton's 2019 Street Reconstruction Bond Southeast Denton Neighborhood Area B project includes these components:

A. Full depth street reconstruction with subgrade stabilization, asphalt paving, concrete curb and gutter, and replacement of driveways within the right-of-way

B. Water line replacement, including service connections

C. Sanitary sewer line replacement, including service connections

D. Storm sewer infrastructure replacement

E. Sidewalk improvements

F. Traffic Signal improvements

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EXHIBIT B-2: TECHNICAL SPECIFICATIONS

CITY OF DENTON – STANDARD CONSTRUCTION SPECIFICATION DOCUMENTS – CONTRACT NO. 7714 – SOUTHEAST DENTON NEIGHBORHOOD
AREA B –IFC SUBMITTAL, ISSUED BY KIMLEY HORN ON OCTOBER 14, 2022

EXHIBIT B-3: CONSTRUCTION DRAWINGS

CITY OF DENTON - CONSTRUCTION PLANS FOR SED-B IMPROVEMENTS - IFC SET ISSUED BY KIMLEY HORN ON OCTOBER 14, 2022

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CITY OF DENTON

SUBMITTED BY McCARTHY BUILDING COMPANIES, INC.

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EXHIBIT B-2 – TECHNICAL SPECIFICATIONS

Technical Specifications as specified in EXHIBIT B – APPROVED GMP PROPOSAL are set forth herein in full OR made part of this agreement by reference and on file with the:

- Design Professional
- City of Denton Project Manager and Purchasing Office
- CM@Risk Contractor

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EXHIBIT B-3 – CONSTRUCTION DRAWINGS

Construction Drawings as specified in EXHIBIT B – APPROVED GMP PROPOSAL are made part of this agreement by reference and on file with the:

- Design Professional
- City of Denton Project Manager and Purchasing Office
- CM@Risk Contractor

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EXHIBIT C

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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. *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.

3. *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.

4. *Award*—Authorization by the City Council for the City to enter into an Agreement.

5. *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.

6. *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.

7. *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.

8. *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.

9. *Business Day*—A day that the City conducts normal business, generally Monday through Friday, except for federal or state holidays observed by the City.

10. *Calendar Day*—A day consisting of 24 hours measured from midnight to the next midnight.

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11. *City Attorney*—The officially appointed City Attorney of the City of Denton or his or her designee.
12. *City Council*—The duly elected and qualified governing body of the City of Denton.
13. *City Manager*—The officially appointed authorized City Manager of the City of Denton.
14. *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.
15. *Contractor*—The individual or entity with whom City has entered into the Agreement.
16. *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.
17. *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.
18. *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.
19. *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.
20. *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.
21. *Extra Work*—Additional work made necessary by City-approved changes or alterations to the Contract Documents. Extra Work shall be part of the Work.
22. *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.
23. *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.
24. *General Requirements*—Sections of The information set forth in "Division 101 – General Requirements" of the Standard Construction Specification Documents.
25. *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

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or materials, in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

26. *Hazardous Waste*—Any solid waste listed as hazardous or which possesses one or more hazardous characteristics as defined in applicable Laws and Regulations.

27. *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.

28. *Laws and Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction over the Site or any portion or part of the Work to be performed.

29. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

30. *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.

31. *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.

32. *PCBs*—Polychlorinated biphenyls.

33. *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.

34. *Plans*—This term will have the same definition of as “Drawings”.

35. .

36. *Project Manager*—The authorized representative of the City who will be assigned to the Project.

37. *Project Manual*—The documentary information prepared for bidding or proposing and furnishing the Work.

38. *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.

39. *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.

40. *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.

41. *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.

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42. *Subsidiary or subsidiary—These terms will have the same* definition as "Incidental. or incidental".

43. *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.

44. *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.

45. *Supplementary Conditions*—The part of the Contract set forth at Division 00 73 00 that amends or supplements these General Conditions.

46. *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 petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *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.

48. *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.

49. *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 City. 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

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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.

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.

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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.

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

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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.

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 City, 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.

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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.

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 City 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.

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 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

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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.

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.

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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 *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.

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

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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.

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 Substantial Completion. 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.

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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 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.

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 City agrees in writing that coverage is underwritten/may 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.

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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.

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)).

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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 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.

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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 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.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

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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

3) be well-suited to the same use as the item specified.

b. will state:

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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 related 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.

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.

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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 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.B. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

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H. 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.

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.

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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.

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

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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 its 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 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 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

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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; 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.

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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.

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.

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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 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.

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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;

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 Substantial Completion 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 *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.

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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.

7.22 *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 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

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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.

7.23 *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 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.

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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.

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.

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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.

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.

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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 9.07. 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.

ARTICLE 11 – CHANGES ININ THE WORK; CLAIMS; EXTRA WORK

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended to 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.

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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 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

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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.

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.

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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. The 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:

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.

a. 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;

b. 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;

c. 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

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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.

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 or stipulated rates 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

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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.

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

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whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of City. 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:

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

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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.

12.02 *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.

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, any 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:

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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.

12.03 *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.

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.

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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;
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

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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 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.

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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.

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 City, 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

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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.

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

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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 has 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 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

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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;

   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.

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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.

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

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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

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

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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 Substantial Completion (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

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.

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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.

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 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.

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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 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

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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.

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.

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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 its 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 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

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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.

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

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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 *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.

17.05 *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.

17.06 *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.

17.07 *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.

17.08 *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.

17.09 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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"General Decision Number: TX20220025 02/25/2022

Superseded General Decision Number: TX20210025

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 $15.00 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 2022.
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 $11.25 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 2022.

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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https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* 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	

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```
     Spreader Box.............$ 14.73 **

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.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($15.00) or 13658
($11.25).  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

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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

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"

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"General Decision Number: TX20220018 04/29/2022

Superseded General Decision Number: TX20210018

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 $15.00 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 2022.
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 $11.25 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 2022.

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 https://www.dol.gov/agencies/whd/government-contracts.

Modification Number Publication Date

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0	01/07/2022
1	02/25/2022
2	04/29/2022

* PLUM0100-002 11/01/2021

	Rates	Fringes
Plumbers and Pipefitters	$ 34.48	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.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). 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)).

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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 prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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A UAVG rate will be updated once a year, usually in January of

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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:

* 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"

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DocuSign

Certificate Of Completion

Envelope Id: 9A21BACF887D42E08F13E5E75BF8CE54
Status: Completed
Subject: Please DocuSign: City Council Contract 7714 CMAR Construction Services for SED-B
Source Envelope:
Document Pages: 155
Signatures: 5
Certificate Pages: 6
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: 198.49.140.104

Record Tracking

Status: Original
10/18/2022 3:08:59 PM
Holder: Cori Power
cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
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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: 198.49.140.10	Sent: 10/18/2022 3:17:22 PM Viewed: 10/18/2022 3:21:38 PM Signed: 10/18/2022 3:24:21 PM
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: 198.49.140.104	Sent: 10/18/2022 3:24:27 PM Viewed: 10/20/2022 5:20:09 PM Signed: 10/20/2022 5:28:48 PM
Nathan Kowallis nkowallis@mccarthy.com Sr. Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/12/2021 1:35:52 PM ID: e4fd10dc-8d02-4ba3-902d-fde0b0d11585	DocuSigned by: CB42275035AC4F3... Signature Adoption: Drawn on Device Using IP Address: 107.141.25.115 Signed using mobile	Sent: 10/20/2022 5:28:54 PM Viewed: 10/20/2022 10:06:31 PM Signed: 10/20/2022 10:12:59 PM

Signer Events	Signature	Timestamp
Rebecca Diviney Rebecca.Diviney@cityofdenton.com Director of Capital Projects/City Engineer Capital Projects/Engineering Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/21/2022 5:22:35 AM ID: ea42f142-fc84-4ddc-8d7b-b0b111f02788	DocuSigned by: Rebecca Diviney CE9F2B4E4B6745F... Signature Adoption: Pre-selected Style Using IP Address: 47.222.20.2 Signed using mobile	Sent: 10/20/2022 10:13:05 PM Viewed: 10/21/2022 5:22:35 AM Signed: 10/21/2022 5:23:09 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	**Completed** Using IP Address: 198.49.140.10	Sent: 10/21/2022 5:23:15 AM Viewed: 11/16/2022 9:27:48 AM Signed: 11/16/2022 9:28:16 AM
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 107.77.198.132 Signed using mobile	Sent: 11/16/2022 9:28:23 AM Viewed: 11/16/2022 9:29:05 AM Signed: 11/16/2022 9:29:16 AM
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/16/2022 4:36:38 PM ID: a5de48cb-ae30-43b1-b045-5ec8db03aa60	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/16/2022 9:29:22 AM Viewed: 11/16/2022 4:36:38 PM Signed: 11/16/2022 4:37:27 PM

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: 10/18/2022 3:17:22 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: 10/21/2022 5:23:15 AM Viewed: 10/21/2022 11:00:55 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/16/2022 4:37:34 PM
Seth Garcia Seth.Garcia@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/16/2022 8:06:08 AM ID: 16b02fb2-3290-4011-8eaa-11fe59718ae9	COPIED	Sent: 11/16/2022 4:37:37 PM Viewed: 11/16/2022 4:47:04 PM
Colleen Martindale CMartindale@mccarthy.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/16/2022 4:37:41 PM
David Wallace DRWallace@mccarthy.com Project Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/16/2022 4:37:44 PM Viewed: 11/16/2022 4:43:16 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	COPIED	Sent: 11/16/2022 4:37:47 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/18/2022 3:16:49 PM
Certified Delivered	Security Checked	11/16/2022 4:36:38 PM
Signing Complete	Security Checked	11/16/2022 4:37:27 PM
Completed	Security Checked	11/16/2022 4:37:47 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.

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CONTINGENCY USE AUTHORIZATION (CUA)

CUA No.: 1

#7714 CMAR for Southeast Denton Package B

Effective Date: 4/7/2023

City of Denton
401 N Elm St
Denton, TX 76201
Seth Garcia / Capital Projects

McCarthy Building Companies Inc
12851 Manchester Rd
Saint Louis, MO 63131
Riley Seahorn

Notice to Proceed Date:	Tuesday, January 17, 2023	Completion Date:	Sunday, May 5, 2024
Original Contract Days:	465	This CO Days Request:	9
Prior Approved CO Days:	0	New Contract Days:	474

THE SCHEDULE OF VALUES IS REALLOCATED AS FOLLOWS:

ITEM No.	DESCRIPTION OF REVISIONS	Change from Owner's Contingency to Construction Manager's Cost of Work
1	Scope Changes from 90% to 100% design	$33,714.00
	Subtotal:	**$33,714.00**

Original GMP Amount:	$21,014,409.00
Owner's Contingency:	$567,969.00
Prior Approved CUA's:	$0.00
This CUA Request:	$33,714.00
Owner's Contingency Remaining:	$534,255.00
Revised GMP Amount:	$21,048,123.00

NOT VALID UNTIL SIGNED BY CONTRACTOR, AND OWNER.
This CUA is specific and final as to price, with no reservations or other provisions allowing for future additional money for these particular reallocation(s), as identified and fully compensated above, and more fully described in the PCOs they reference. Signature of the Construction Manager indicates its agreement herewith, including adjustments to the Contract Time, if any. This CUA does not change the Contract Sum.

Authorizations:

McCarthy Building Companies Inc
Construction Manager

DocuSigned by: Riley Seahorn
Signature

Riley Seahorn Project Manager
Name, Title

City of Denton
Owner

DocuSigned by: Seth Garcia
Signature

Seth Garcia Program Manager
Name, Title

DocuSigned by: Trevor Crain
Signature

Trevor Crain Director of Capital Projects
Name

DocuSigned by: Cori Power
Purchasing Agent

Cori Power Purchasing Supervisor
Name

DocuSign Envelope ID: 05C6D6C1-BD2E-451F-8819-B332112BDD14

CONTINGENCY USE AUTHORIZATION (CUA)

CUA No.: 2

#7144 Southeast Denton Package B

Effective Date: 11/15/2022

City of Denton
401 N. Elm St.
Denton, TX 76201
Scott Fettig / Captial Projects

McCartthy Building Companies Inc.
12851 Manchester Rd.
St. Louis, MO 63131
Riley Seahorn

Notice to Proceed Date:	Tuesday, January 17, 2023	Completion Date:	Thursday, May 30, 2024
Original Contract Days:	479	This CO Days Request:	11
Prior Approved CO Days:	9	New Contract Days:	499

THE SCHEDULE OF VALUES IS REALLOCATED AS FOLLOWS:

ITEM No.	DESCRIPTION OF REVISIONS	Owner's Contingency Impact	Change to Construction Manager's Cost of Work
1	PCO-003 Smith P2: 12x6 Tee and Valve (630477523.1360.40100)	($12,127.00)	$12,127.00
2	PCO-004 Smith P2: Sewer Bore Pit Adjustment (640458545.1360.40100)	($15,552.00)	$15,552.00
3	PCO-005 Smith P2: Water Bore Pit Adjustment (630477523.1360.40100)	($4,910.00)	$4,910.00
4	PCO-006 Prairie P6: RCP & Gasline Repairs (350517473.1360.40100)	($5,776.00)	$5,776.00
5	PCO-007 Prairie P6: Concrete Wall (350517473.1360.40100)	($4,001.00)	$4,001.00
6	PCO-008 Wainwright P2: Diff Subgrade (350517473.1360.40100)	($26,273.00)	$26,273.00
7	PCO-009 Prairie P6: Diff Subgrade (350517473.1360.40100)	($27,855.00)	$27,855.00
8	PCO-010 W. Sycaore: Additional Water Bends (630477523.1360.40100)	($5,289.00)	$5,289.00
	Subtotal:	**($101,783.00)**	**$101,783.00**

Original GMP Amount:	$21,014,409.00
Owner's Contingency:	$567,969.00
Prior Approved CUA's:	$33,714.00
This CUA Request:	$101,783.00
Owner's Contingency Remaining:	$432,472.00
Revised GMP Amount:	$21,149,906.00

NOT VALID UNTIL SIGNED BY CONTRACTOR, ENGINEER, AND OWNER.
This CUA is specific and final as to price, with no reservations or other provisions allowing for future additional money for these particular reallocation(s), as identified and fully compensated above, and more fully described in the PCOs they reference. Signature of the Construction Manager indicates its agreement herewith, including adjustments to the Contract Time, if any. This CUA does not change the Contract Sum.

Authorizations:

McCartthy Building Companies Inc.	**City of Denton**	
Construction Manager	Owner	
DocuSigned by: Riley Seahorn	DocuSigned by: Scott Fettig	DocuSigned by: Trevor Crain, Dir of Capital Projects
Signature	Signature	Signature
Riley Seahorn Project Manager	Scott Fettig Project Manager	Trevor Crain Director of Capital Projects
Name, Title	Name, Title	Name
		DocuSigned by: Lori Hewell
		Purchasing Agent
		Lori Hewell Purchasing Manager
		Name

DocuSign Envelope ID: 90559EF2-8B99-4B33-95F3-6585BB1905D3

CONTINGENCY USE AUTHORIZATION (CUA)

CUA No.: 3

#7714 Southeast Denton Package B **(PO# 202177)**

Effective Date: 2/6/2024

City of Denton
401 N. Elm St.
Denton, TX 76201
Scott Fettig / Captial Projects

McCartthy Building Companies Inc.
12851 Manchester Rd.
St. Louis, MO 63131
Riley Seahorn

Notice to Proceed Date:	Tuesday, January 17, 2023	Completion Date:	Friday, June 7, 2024
Original Contract Days:	479	This CO Days Request:	8
Prior Approved CO Days:	20	New Contract Days:	507

THE SCHEDULE OF VALUES IS REALLOCATED AS FOLLOWS:

ITEM No.	DESCRIPTION OF REVISIONS	Owner's Contingency Impact	Change to Construction Manager's Cost of Work
1	PCO-012 - Bradshaw P2 Additiaonal Sewer & Structures (640458545.1360.40100)	($54,576.00)	$54,576.00
2	PCO-014 - Prairie P6 Manhole Adjustment for RCP Jnt. Box (640458545.1360.40100)	($6,565.00)	$6,565.00
3	PCO-015 - Smith St. P2 12X6 Tee Cancelled from COD (630477523.1360.40100)	($6,917.00)	$6,917.00
4	PCO-016 - Smith St. Fire Hydrant (630477523.1360.40100)	($17,961.00)	$17,961.00
5	PCO-017 - Industrial P3 8" Waterline Conflict & Casing in Fire Line (630477523.1360.40100)	($16,217.00)	$16,217.00
6	PCO-018 - Myrtle Demo and Adjust Sewer Slide (640458545.1360.40100)	($7,315.00)	$7,315.00
7	PCO-019 - Myrtle 8" Sewer Conflict & Casing at Fire line (640458545.1360.40100)	($14,665.00)	$14,665.00
8	PCO-020 - Industrial P3 8" Water Saddle and Valve (630477523.1360.40100)	($22,749.00)	$22,749.00
9	PCO-021 - Smith St. P1 Asphalt Repair from Diesel Leak (350517473.1360.40100)	($15,639.00)	$15,639.00
10	PCO-022 - Smith St. P2 Fire Line Tie In (630477523.1360.40100)	($7,228.00)	$7,228.00
11	PCO-023 - Subgrade Rework due to Elements Exposure (630477523.1360.40100)	($10,771.00)	$10,771.00
12	PCO-024 - Water Service Tie-in Locates for P2 (630477523.1360.40100)	($3,625.00)	$3,625.00
	Subtotal:	**($184,228.00)**	**$184,228.00**

Original GMP Amount:	$21,014,409.00
Owner's Contingency:	$567,969.00
Prior Approved CUA's:	$135,497.00
This CUA Request:	$184,228.00
Owner's Contingency Remaining:	$248,244.00
Revised GMP Amount:	$21,334,134.00

NOT VALID UNTIL SIGNED BY CONTRACTOR, ENGINEER, AND OWNER.
This CUA is specific and final as to price, with no reservations or other provisions allowing for future additional money for these particular reallocation(s), as identified and fully compensated above, and more fully described in the PCOs they reference. Signature of the Construction Manager indicates its agreement herewith, including adjustments to the Contract Time, if any. This CUA does not change the Contract Sum.

Authorizations:

McCartthy Building Companies Inc.
Construction Manager
DocuSigned by:
Riley Seahorn
Signature
Riley Seahorn Project Manager
Name, Title

City of Denton
Owner
DocuSigned by:
Scott Fettig
Signature
Scott Fettig Sr.PM
Name, Title

DocuSigned by:
Trevor Crain, PMP
Signature
Trevor Crain, PMP Director of Capital Projects
Name

DocuSigned by:
Lori Hewell
Purchasing Agent
Lori Hewell Purchasing Manager
Name

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CONTINGENCY USE AUTHORIZATION (CUA)

CUA No.: 4

#7144 Southeast Denton Package B **(PO# 202177)**

Effective Date: 3/11/2024

City of Denton
401 N. Elm St.
Denton, TX 76201
Scott Fettig / Captial Projects

McCartthy Building Companies Inc.
12851 Manchester Rd.
St. Louis, MO 63131
Riley Seahorn

Notice to Proceed Date:	Tuesday, January 17, 2023	Completion Date:	Wednesday, May 29, 2024
Original Contract Days:	465	This CO Days Request:	5
Prior Approved CO Days:	28	New Contract Days:	498

THE SCHEDULE OF VALUES IS REALLOCATED AS FOLLOWS:

ITEM No.	DESCRIPTION OF REVISIONS	Owner's Contingency Impact	Change to Construction Manager's Cost of Work
1	PCO-026 - Additional Stamped Colored Concrete (350539473.1360.40100)	($7,857.00)	$7,857.00
2	PCO-028 - 515 Wainwright Reroute Customer Service (630477523.1360.40100)	($1,346.00)	$1,346.00
3	PCO-029 - Wainwright 4" fire line tie-in and Tap and Valve (630477523.1360.40100)	($11,100.00)	$11,100.00
4	PCO-030 - Pothole and Locate end of exising 12" @Myrtle (630477523.1360.40100)	($9,186.00)	$9,186.00
	Subtotal:	**($29,489.00)**	**$29,489.00**

Original GMP Amount:	$21,014,409.00
Owner's Contingency:	$567,969.00
Prior Approved CUA's:	$319,725.00
This CUA Request:	$29,489.00
Owner's Contingency Remaining:	$218,755.00
Revised GMP Amount:	$21,363,623.00

NOT VALID UNTIL SIGNED BY CONTRACTOR, ENGINEER, AND OWNER.
This CUA is specific and final as to price, with no reservations or other provisions allowing for future additional money for these particular reallocation(s), as identified and fully compensated above, and more fully described in the PCOs they reference. Signature of the Construction Manager indicates its agreement herewith, including adjustments to the Contract Time, if any. This CUA does not change the Contract Sum.

Authorizations:

McCartthy Building Companies Inc.
Construction Manager
DocuSigned by: Riley Seahorn
Signature
Riley Seahorn Project Manager
Name, Title

City of Denton
Owner
DocuSigned by: Scott Fettig
Signature
Scott Fettig Sr.PM
Name, Title

DocuSigned by: Trevor Crain, PMP
Signature
Trevor Crain Director of Capital Projects
Name

DocuSigned by: Lori Hewell
Purchasing Agent
Lori Hewell Purchasing Manager
Name

DocuSign Envelope ID: 49C65B25-973B-4F63-94F2-CD3F8FBBF208

CONTINGENCY USE AUTHORIZATION (CUA)

CUA No.: 5

#7144 Southeast Denton Package B (PO# 202177)

Effective Date: 6/30/2024

City of Denton
401 N. Elm St.
Denton, TX 76201
Scott Fettig / Captial Projects

McCartthy Building Companies Inc.
12851 Manchester Rd.
St. Louis, MO 63131
Riley Seahorn

Notice to Proceed Date:	Tuesday, January 17, 2023	Completion Date:	Wednesday, June 5, 2024
Original Contract Days:	465	This CO Days Request:	7
Prior Approved CO Days:	33	New Contract Days:	505

THE SCHEDULE OF VALUES IS REALLOCATED AS FOLLOWS:

ITEM No.	DESCRIPTION OF REVISIONS	Owner's Contingency Impact	Change to Construction Manager's Cost of Work
1	PCO-011 - NTXC Smith St. ACP Adj and Impact (640458545.1360.40100)	($30,550.00)	$30,550.00
2	PCO-031 - Maple install add. 4" sewer service (640458545.1360.40100)	($6,839.00)	$6,839.00
3	PCO-034 - E. Sycamore add. 6" sewer service (640458545.1360.40100)	($16,322.00)	$16,322.00
4	PCO-035 - Maple Concrete flow fill demo around gas (350517473.1360.40100)	($2,868.00)	$2,868.00
5	PCO-036 - Maple add two 1" water services (630477523.1360.40100)	($6,967.00)	$6,967.00
6	PCO-037 - Maple exploratory dig to locate extisting waterline (630477523.1360.40100)	($14,528.00)	$14,528.00
7	PCO-038 - Myrtle add 4' MH & bypass (640458545.1360.40100)	($15,822.00)	$15,822.00
8	PCO-040 - Myrtle add. 1" water service (630477523.1360.40100)	($3,118.00)	$3,118.00
9	PCO-041 - Pierce demo exst. Flowfill in conflict with trench (630477523.1360.40100)	($3,395.00)	$3,395.00
10	PCO-043 - 410 Smith driveway (350517473.1360.40100)	($4,335.00)	$4,335.00
11	PCO-047 - Prairie add sod and sidewalk (350517473.1360.40100)	($21,886.00)	$21,886.00
12	PCO-052 - Cap 12" waterline (2x) help COD locate (630477523.1360.40100)	($7,808.00)	$7,808.00
13	PCO-053 - W Sycamore 3 add water services (630477523.1360.40100)	($21,130.00)	$21,130.00
14	PCO-057 - Wainwright 12in WL revision (630477523.1360.40100)	($1,979.00)	$1,979.00
15	PCO-058 - Wainwright @prairie cut and cap ext. 12" WL (630477523.1360.40100)	($5,441.00)	$5,441.00
16	PCO-061 - W. Sycamore demo/prep add. water services (630477523.1360.40100)	($18,433.00)	$18,433.00
	Subtotal:	**($181,421.00)**	**$181,421.00**

Original GMP Amount:	$21,014,409.00
Owner's Contingency:	$567,969.00
Prior Approved CUA's:	$349,214.00
This CUA Request:	$181,421.00
Owner's Contingency Remaining:	$37,334.00
Revised GMP Amount:	$21,545,044.00

NOT VALID UNTIL SIGNED BY CONTRACTOR, ENGINEER, AND OWNER.
This CUA is specific and final as to price, with no reservations or other provisions allowing for future additional money for these particular reallocation(s), as identified and fully compensated above, and more fully described in the PCOs they reference. Signature of the Construction Manager indicates its agreement herewith, including adjustments to the Contract Time, if any. This CUA does not change the Contract Sum.

Authorizations:

McCartthy Building Companies Inc.	**City of Denton**	
Construction Manager	Owner	
DocuSigned by: Riley Seahorn 5A13FA304B6C449...	DocuSigned by: Scott Fettig 4CA46CEFF7F44A1...	DocuSigned by: Trevor Crain 7B46EEAB11BC4F2...
Signature	Signature	Signature
Riley Seahorn, Project Manager	Scott Fettig, Sr.PM	Trevor Crain
Name, Title	Name, Title	Name
		DocuSigned by: Lori Hewell 7B3[illegible]8A...
		Purchasing Agent
		Lori Hewell
		Name

ORDINANCE NO. 25-511

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION MANAGER AT RISK CONTRACT WITH MCCARTHY BUILDING COMPANIES, INC., FOR CONSTRUCTION PHASE SERVICES FOR SOUTHEAST DENTON PACKAGE B (SED-B) IMPROVEMENTS FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7714 – CHANGE ORDER NO. 1 IN THE NOT-TO-EXCEED AMOUNT OF $544,645.00, FOR A TOTAL CONTRACT AWARD AGGREGATED TO $22,127,023.00).

WHEREAS, on November 15, 2022, by Ordinance No. 22-2282, the City Council awarded a contract to McCarthy Building Companies, Inc., in the amount of $21,582,378.00, for construction phase services for Southeast Denton Package B (SED-B) Improvements for the Capital Projects Department; 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. 1, increasing the amount of the contract between the City and McCarthy Building Companies, Inc., which is on file in the office of the Purchasing Agent, in the amount of Five Hundred Forty-Four Thousand Six Hundred Forty-Five and 0/100 ($544,645.00) 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 $22,127,023.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Brandon Chase McGee and seconded by Brian Beck. This ordinance was passed and approved by the following vote [6 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	X			
Vicki Byrd, District 1:				X
Brian Beck, District 2:	X			
Paul Meltzer, District 3:	X			
Joe Holland, District 4:	X			
Brandon Chase McGee, At Large Place 5:	X			
Jill Jester, At Large Place 6:	X			

PASSED AND APPROVED this the 25th day of March, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

CITY OF DENTON
DENTON, TEXAS

Docusign Envelope ID: 60893A78-2EA8-4B83-9720-9456DFAD7F24

CITY OF DENTON

Docusign City Council Transmittal Coversheet

FILE	7714
File Name	CMAR SED-B Change Order No. 1
Purchasing Contact	Cori Power
City Council Target Date	MARCH 25, 2025
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	25-511

DS

Docusign Envelope ID: 60893A78-2EA8-4B83-9720-9456DFAD7F24

CONSTRUCTION MANAGER AT RISK (CMAR)
CHANGE ORDER (CO) FORM

OWNER	CM@Risk
City of Denton	McCarthy Building Compaines, Inc.
410 N Elm Street	12851 Manchester Rd.
Denton, TX 76201	St. Louis, MO 63131
Scott Fettig	David Wallace
Project Manager	

Dept: Capital Projects Date: 2/7/2025

Project: Southeast Denton Package B CO NO.: 1

Contract Authorized Date:	11/1/21	PMO/Contract#	210001-4
Notice to Proceed Issued:	1/17/23	CSP/CMAR No:	7714
		Purchase Order No:	202177

THE CONTRACT IS CHANGED AS FOLLOWS:

These funds are being added to the "Owner's Contingency" line item in the GMP Cost Model, and are for the Owner's exclusive use as specified in Section 5.1.3 of the Agreement

Original GMP Amount:	$21,582,378.00
Previously Authorized Change Orders	$0.00
Current GMP Amount	$21,582,378.00
This Change Order Request:	$544,645.00
Revised GMP Amount:	**$22,127,023.00**

AUTHORIZATIONS

McCarthy Building Compaines, Inc.	City of Denton	
Construction Manager At Risk	City	
Signed by: David Wallace	DocuSigned by: Sara Hensley	
SIGNATURE DA455...	SIGNATURE 5036B9206270423...	
David Wallace Project Director		
NAME and TITLE		

ATTEST: LAUREN THODEN, CITY SECRETARY

By: DocuSigned by: Lauren Thoden D09D09CAD33D487...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: DocuSigned by: Marcella Lunn 4B070831B4AA438...

This change order has been both reviewed and approved as to financial and operational obligations and business terms.

By: Signed by: Trevor Crain 7B46EEAB11BC4F2...

Name: Trevor Crain

Title: Director of Capital Projects

Department: Capital Projects

Exhibit CIQ

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.**

McCarthy Building Companies, Inc.

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

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

3 **Name of local government officer about whom the information 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 176.00 1(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 [X] **I have no Conflict of Interest to disclose.**

5 Signed by: David Wallace 51A693E90FDA456...

Signature of vendor doing business with the governmental entity

2/17/2025
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of 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.

File #: ID 25-193, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to sign and submit to the Department of Housing and Urban Development a 2025 Action Plan for Housing and Community Development with appropriate certifications, as authorized and required by the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended; authorizing the Director of Community Services, or designee, to sign releases of liens and subordination agreements upon certain conditions; and providing for an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Community Services**

CM/DCM/ACM: **Christine Taylor, ACM**

DATE: **July 22, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to sign and submit to the Department of Housing and Urban Development a 2025 Action Plan for Housing and Community Development with appropriate certifications, as authorized and required by the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended; authorizing the Director of Community Services, or designee, to sign releases of liens and subordination agreements upon certain conditions; and providing for an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Foster Economic Opportunity and Affordability.

BACKGROUND

Community Development Funding Overview

As a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) program funds, the City of Denton is required to submit a five-year Consolidated Plan for Housing and Community Development (Con Plan) and a corresponding Action Plan annually to the U.S. Department of Housing and Urban Development (HUD). These federal funds are received annually to support the Con Plan and the activities outlined in the City's annual Action Plan. In 2023, the City submitted a five-year Con Plan for program years 2023 through 2027.

The annual Action Plan is developed based on strategies outlined in the Con Plan and provides a description of how funds are allocated each Program Year. The annual Action Plan is reviewed and approved by City Council for submission to HUD.

The Community Services Advisory Committee (CSAC) advises Council on programs, services, and the use of public resources to address complex societal problems (such as economic instability, housing, and homelessness) and meeting community service needs. The CSAC reviews applications for the Community Development Block Grant Program annually and makes funding recommendations to City Council which includes distribution of local (General Fund) and federal (CDBG and HOME) funding sources.

The June 17 public hearing solicited public comment on CSAC funding recommendations for the 2025 Action Plan. The 2025 Action Plan noted the comments received during the 30-day comment period and at the June 17 public hearing.

Citizen Participation

To gain public input for the 2025 Action Plan, staff held a public hearing on November 13, 2024, and used an online survey requesting citizen input regarding the use of CDBG and HOME funds. A summary of online survey results is included in Exhibit 1. A final Public Hearing was held June 17, during a regular session of City Council, for feedback on the 2025 Action Plan. Community engagement activities regarding public hearings and survey distribution are outlined below.

1. Information was sent via email listserv to interested citizens, previous clients, committee members, local churches, lenders and realtors who participate in the City's housing programs, neighborhood associations, and social services agencies.
2. Newspaper advertisements were posted in the Denton Record Chronicle.
3. Information was sent to City Council members through the Friday report.
4. Flyers were posted in City buildings.
5. Information was posted on social media**.**

Available Funding

The City of Denton's 2025 Action Plan reflects local (General Fund) and federal (CDBG and HOME) funding allocations for the Community Development Grant Program. The City's General Fund allocation is included in the 2025 Action Plan to reflect the City's investment to leverage with federal funds, however, these recommendations will be considered for approval by City Council during the normal budgeting cycle for FY 2025-26. The total grant funding proposed for the FY 2025-26 program year is $2,444,697, as outlined in Figure 2.

Figure 2: Funding Summary by Funding Source

Funding Source	Funding Amount	Set-Asides	25/26 CSAC Allocation
Community Development Block Grant	1,049,336		947,047
Community Development Block Grant - Program Income[1]	4,000		
Community Development Block Grant – Administration[2]		209,867	
Community Development Reallocated Funds[3]	103,578		
CDBG[4] Total	$1,156,914	$209,867	$947,047
HOME Investment Partnership Grant	462,239		1,119,694
HOME Investment Partnership Grant - Program Income[1]	265,637		
HOME Investment Partnership Grant – Administration[2]		46,223	
HOME Reallocated Funds[3]	438,041		
HOME Total	$1,165,918	$46,223	$1,119,695
General Funds	1,316,405		377,955
General Funds – Homeless Initiatives		703,450	
General Funds – Rental Repair Program		100,000	
General Funds – Development Fee Grant		135,000	
General Funds Total	$1,316,405	$938,450	$377,955
Total	**$3,639,237**	**$1,194,540**	**$2,444,697**

[1]2023-24 HOME Program Income will be allocated in the 2025 Action Plan based on HUD recommendation.
[2]HUD allows a maximum percentage of the grant for administration (CDBG 20%/HOME 10%). Set-aside is based on costs for 2 FTE.
[3]Reallocated funds are residual balances from completed projects.

Committee Recommendations

The CSAC met Friday, May 2, 2025, to consider the 2025-2026 Community Development Grant Program recommendations. The committee reviewed the cumulative results of committee member scoring and

funding recommendations to make final funding recommendations as a group. The final HUD allocations, released on May 14, provided Denton with an $24,536 increase in CDBG funds from the prior year. The funding recommendations were adjusted proportionally to meet the funding caps and minimum allocation requirements set by HUD in the areas of human services and administration activities. A summary of the funding recommendations and project descriptions is included in Exhibit 2. Below is a summary of the funds recommended by application type (Figure 3).

Figure 3: 25/26 Funding Recommendations by Project Type

Application Type	Total Funding Recommended
Human Services	$535,355
Housing Projects	$993,237
Public Facilities	$268,000
Total Recommended	$1,796,592
Total Funds Available	$2,444,697
Unallocated Funds	$648,105

A total of $348,105 of HOME funding currently remain unallocated, and the City is required to commit these funds by the 2027 Action Plan to remain in compliance with HUD regulations. Staff will review options for allocating the remaining funds with the committee in the coming months.

ESTIMATED SCHEDULE OF PROJECT

Figure 4: 2025 Action Plan Timeline

Proposed Activity	Date
City Council considers approval of 2025 Action Plan	July 22, 2025
Submission of 2025 Action Plan to HUD	Aug. 15, 2025
City Council considers approval of the 2025-2026 Community Development Grant Program contracts	Sept. 30, 2025
Start of 2025-2026 Community Development Grant Program Contracts	Oct. 1, 2025

FISCAL INFORMATION

All projects and programs approved under the 2025-26 Action Plan are funded with CDBG, HOME, and program income from the use of these funds. General Fund programs will be considered during the normal budgeting cycle by City Council for FY2025-26.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance, 2025 Action Plan, Application and Certifications

Respectfully submitted:
Jesse Kent
Director of Community Services

Prepared by:
Courtney Douangdara
Deputy Director of Community Services

Luisa Garcia
Community Development Manager

ORDINANCE NO. 25-193

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO SIGN AND SUBMIT TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT A 2025 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT WITH APPROPRIATE CERTIFICATIONS, AS AUTHORIZED AND REQUIRED BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, AND THE NATIONAL AFFORDABLE HOUSING ACT OF 1990, AS AMENDED; AUTHORIZING THE DIRECTOR OF COMMUNITY SERVICES, OR DESIGNEE, TO SIGN RELEASES OF LIENS AND SUBORDINATION AGREEMENTS UPON CERTAIN CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Denton is concerned with the development of viable urban communities, including decent housing, a suitable living environment, and expanded economic opportunities; and

WHEREAS, the City of Denton has a special concern for persons of low and moderate income; and

WHEREAS, the City of Denton, as a Community Development Block Grant Entitlement City and a HOME Investment Partnerships ("HOME") Participating Jurisdiction, has prepared, in accordance with its approved 2023-2027 Consolidated Plan for Housing and Community Development and through a citizen participation process, a program for utilizing its 2025 program year entitlement funds, program income, and reallocated funding from previous years in the approximate amount of $2,322,832.05 (the "2025 Action Plan); and

WHEREAS, citizen participation requirements, including the holding of public hearings, have been met; and

WHEREAS, implementation of the 2025 Action Plan will require the execution of releases of liens or subordination agreements related to funding provided in connection with the Home Improvement Program, Homebuyer Assistance Program, Rental Repair Program and certain CDBG and HOME-related programs; 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 found to be true and incorporated herein by reference.

SECTION 2. The City Manager is hereby authorized to sign and submit to the Department of Housing and Urban Development the 2025 Action Plan, application, and appropriate certifications, attached hereto as Exhibit A and incorporated herein by reference, for entitlement funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.

SECTION 3. The Director of Community Services is hereby authorized to handle all fiscal and administrative matters related to the 2025 Action Plan, application and certifications, including any proportional increases or decreases in project or program funding required to match allocation amounts.

SECTION 4. The Director of Community Services, or designee, is hereby authorized to execute releases of liens, as approved by the City Attorney's Office, related to the funding provided through the 2025 Action Plan and the satisfaction of applicable program requirements.

SECTION 5. The Director of Community Services, or designee, is hereby authorized to execute subordination or similar agreements, as approved by the City Attorney's Office, related to the funding provided through the 2025 Action Plan and the satisfaction of applicable program requirements.

SECTION 6. The City Secretary is hereby authorized to furnish copies of the approved ordinance to all interested parties.

SECTION 7. 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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Scott Bray _____
Scott Bray
Deputy City Attorney

Exhibit A

2023-2027 City of Denton Consolidated Plan

FOR HOUSING & COMMUNITY DEVELOPMENT

2025 ACTION PLAN

HOUSEHOLDS	PRIORITY
56	AFFORDABLE HOUSING
421	MAKING HOMELESSNESS RARE, BRIEF & NONRECURRING
467	PUBLIC SERVICES
8,000	PUBLIC FACILITIES, IMPROVEMENTS & INFRASTRUCTURE

A REPORT FOR THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

Community Development Block Grant (CDBG) Program
HOME Investment Partnership (HOME) Program

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This document serves as the City of Denton's 2025 Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). In accordance with 24 CFR Part 91.220 of Title I of the Housing and Community Development Action of 1974, as amended, the City of Denton is required to submit a One-Year Action Plan to the U.S. Department of Housing and Urban Development. The plan outlines the specific projects and services that will be funded during the 2025-26 program year (October 1, 2025, through September 30, 2026) to address Denton's strategies stated in the 2023-2027 Consolidated Plan for Housing and Community Development. The 2025 Action Plan covers the third year of Denton's current 2023-2027 Consolidated Plan for housing and community development.

The City of Denton is currently an entitlement city for the Community Development Block Grant (CDBG) Program and a participating jurisdiction for the HOME Investment Partnership (HOME) Program. SF-424 applications and certifications for CDBG and HOME are available in the appendix section (ATTACHMENT 1). Also, included in the appendix are the HUD assurances and certifications.

The City of Denton's total federal and program income funding for 2025 is $2,322,832.05 (including $545,619.45 in CDBG and HOME Reprogrammed Funds and CDBG program income). In the previous year, the City of Denton also allocated an estimated HOME program income during the annual Action Plan. The City of Denton will allocate the actual HOME program income received during the 2024-25 program year during the following program year in the 2025 Action Plan. The table provides a breakdown of available funding by grant.

CDBG/HOME Funding

FUNDING SOURCE	FUNDING AMOUNT
Community Development Block Grant – Estimate	1,049,336.00
Community Development Block Grant – Program Income[1]	4,000.00
Community Development Block Grant – Reallocated Funds	103,578.26
CDBG TOTAL	1,156,914.26
HOME Investment Partnership Grant	462,239.32
HOME Investment Partnership Grant – Actual Program Income[1]	265,637.28
HOME Reallocated Funds[2]	438,041.19
HOME TOTAL	1,165,917.79
TOTAL	2,322,832.05
Funds Programmed to Activities in Action Plan	1,674,727.06
Unprogrammed Funds (HOME)	648,104.79

Table 1 – CDBG/HOME Funding

[1]Based on HUD's recommendation the actual 2023-24 Program Income will be allocated in the 2025 Action Plan. Also, 2022-23 Program Income was not programmed in 2023-25 AP, so will be allocated in the 2025-26 AP.
[2]Reallocated funds are from completed 2022-2024 projects with residual funds and cancellation of a program.

A total of $1,674,727.26 in CDBG and HOME funds were allocated to eligible projects. The amount requested and eligible for HOME funds was less than the amount available, so $648,104.79 is available as unprogrammed funds. The unprogrammed funds will be allocated through a substantial amendment process required by HUD by the end of the year.

Most of the 2025 CDBG and HOME activities will meet the HUD national objectives of benefitting low and moderate-income persons, except for administration activities. The table below provides a summary of the categories for benefitting low and moderate-income persons and the percentage of total funding available in the 2025-26 program year. A total of 82% of all CDBG funds and 40% of all HOME funds have been allocated to low and moderate-income activities. This percentage for the HOME grant will increase to 96% when the unprogrammed funds are allocated to eligible HOME projects.

National Objectives

National Objectives	CDBG Grant	% of Grant	HOME Grant	% of Grant
L/M Income Area Benefit	$268,000.00	23%		
L/M Income Limited-Clientele	$157,400.00	14%		
L/M Income Housing	$521,647.26	45%	$471,590.00	40%
Total	$947,047.26	82%	$471,590.00	40%
Total Funds Available	$1,156,914.26		$1,165,917.79	

Table 2 - National Objectives

Amendments:

The City of Denton is amending the following Action Plans:

a) The 2022 Action Plan to reallocate $100,000 in CDBG funds. The substantial amendment would reallocate the balance from the Rental Repair Program to the Minor Repair Program. The Rental Repair Program has not received enough applications to allocate the CDBG funds.
b) The 2024 Action Plan to reallocate $424,793.36 in HOME funds that were unprogrammed in the 2024 Action Plan. The substantial amendment would reallocate the unprogrammed funds to the Denton Affordable Housing Corporation 2025 project.

2. Evaluation of past performance

Below is a summary of the number of households or persons served through the CDBG and HOME grants from the 2023 Consolidated Annual Performance and Evaluation Report which is the most recently completed year. The 2023 Action Plan was the first year of Denton's 2023-2027

Consolidated Plan. Staff focused on housing and public services with an emphasis on homeless assistance and public facility improvements. Below is an overview of the proposed priorities, actual accomplishments, and expenditures by grant including an expenditure rate. 2023 Action Plan goals focused on affordable housing (88 persons assisted), public facility improvements (2,400 persons assisted), and public services activities (547 persons assisted) with an emphasis on homeless assistance (314 persons assisted) for a total of 3,349 persons assisted.

HUD Expenditures and Persons Assisted by ConPlan Priorities

2023-27 CONPLAN PRIORITY / ACTIVITY	PERSON ASSISTED	EXPENDITURES				
		CDBG	HOME	HOME-ARP	Total	%
Affordable Housing	88	$434,770	$211,342	$0	$646,112	41%
Making Homelessness Rare, Brief, and Nonrecurring	314	$49,834	$0	$248,028	$297,862	19%
Public Services	547	$91267	$0	$0	$91,267	6%
Public Facilities, Improvements, and Infrastructure	2400	$304,728	$0	$0	$304,728	19%
Planning and Administration	0	$180,668	$58,619	$1,646	$240,934	15%
Total	3,349	$1,061,267	$269,961	$249,674	$1,580,902	100%

Table 3 - HUD Expenditures and Persons Assisted by ConPlan Priorities

4. Summary of Citizen Participation Process and consultation process

Citizen participation and stakeholder consultation are a key component to our City's Action Plan. Community Services took the following measures to encourage citizen participation throughout the year and additional information and supporting documentation is available in the appendix (Attachment 2):

- **Strategic Partnerships and Collaborations.** The City of Denton has a very strong network of service providers including those providing housing, education, health care and other needed services. The City engages in ongoing active participation in various boards, coalitions, and committees with a commitment to building and maintaining strong collaborative relationships with community partners and interest groups. The City obtains real-time data on community needs from active, participating members of the community including representatives from organizations providing public services, community residents and engaged stakeholders. Over the past five years, the United Way of Denton County, the City of Denton, the Denton Independent School District and other organizations have joined together to review and discuss the provision of services in the Denton area to maximize the benefits derived from available resources.

- **Online Survey.** Web-based surveys are an effective means to complement paper-based or other traditional methods of data collection. Using web-based surveys allows us to reach a greater proportion of the population because they are easily distributed and reach people who rely exclusively on electronic media for news and information. The City collected surveys from October 24, 2024, through November 29, 2024, which generated 39 responses in total. The survey questions focused on housing and community development needs. Community Development utilized social media and solicited City Council, community partners (nonprofits, boards, coalitions, committees), and various city departments and housing providers to assist in distributing the survey across the community. Paper surveys were also made available upon request.
- **Funding Workshop.** The City hosted a Funding Priority Workshop November 13, 2024, at 6 p.m. at the Development Service Center (401 N. Elm St. Denton, TX 76201) to provide an update on current funding initiatives and obtain feedback from the community for the prioritization of funds. The workshop was promoted via email listserv, social media, the City's website, flyers posted in city facilities and a newspaper ad. Spanish translations were available. Staff presentations include a review of funding, annual performance and solicited comments on how federal funds should be utilized in the community. No comments were received.
- **Public Comment Period.** A draft of the 2025 Annual Plan was placed on public display for 30 days beginning from May 19, 2025, to June 20, 2025. Posted an advertisement in the Denton Record Chronicle. Posted draft plan on the City's website. Solicited comments through Constant Contact, social media, the City's website, flyers posted in city facilities, information circulated on the local Denton Television channel, and a newspaper ad.
- **Public Hearing.** Conducted a final public hearing on June 17, 2025, during the City Council Meeting Regular Session to obtain comments on the proposed use of funds for 2025 Action Plan. The public hearing was promoted through Constant Contact email blast, social media, a webform on the City's website, the City's local television channel and an ad in the local paper. Spanish translations were available. See ATTACHMENT 2 FOR COMMENTS.

5. Summary of public comments

A summary of public comments received during the funding workshop, public hearing, and results of the public survey, during the 30-day comment period are available in attachment 2. Attachment 2 also includes supporting documentation on the outreach methods.

6. Summary of comments or views not accepted and the reasons for not accepting them

City Council, staff and the Community Services Advisory Committee (CSAC), an advisory council composed of Denton residents appointed by City Council, considered all public comments informing the development of the 2025 Action Plan.

7. Summary

The 2025 Action Plan was developed by requesting public input regarding the use of federal funds. Housing and public facility funding applications were released December 2, 2024, and Human Services funding applications were released December 13, 2024. Application training was provided by the Community Services Staff on the combined community development funding application December 19, 2024. The CSAC reviewed and scored applications in March and April 2025, and the committee developed a set of funding recommendations May 2, 2025. The 2025 Action Plan was developed based on the CSAC recommendations.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Responsible Agencies

Agency Role	**Name**	**Department/Agency**
CDBG Administrator	Denton	Community Development Division
HOME Administrator	Denton	Community Development Division

Table 4 – Responsible Agencies

Narrative (optional)

The City of Denton Community Services is the lead agency responsible for overseeing the development of the Consolidated Plan for the City of Denton. Community Services also administers the Community Development Block Grant (CDBG) and the HOME Investment Partnerships (HOME) Grant.

Consolidated Plan Public Contact Information

City of Denton
Community Services
401 N. Elm Street
Denton, Texas 76201
Phone: (940) 349-7726
Fax: (940) 349-7753
E-mail: communitydevelopment@cityofdenton.com
Website: http://www.cityofdenton.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Denton encourages the participation of all citizens in the development of the Consolidated and Action Plans and in the review of progress in implementing planed activities. The City of Denton utilizes a variety of methods to consult with residents, social service providers and community development organizations, and to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The participation process for the Consolidated Plan included public hearings, a 30-day public comment period, a community survey for citizens and non-profit agencies, participating in coalitions and committees including focus groups, consultation with various city departments, and consultation with housing providers.

The City particularly encouraged involvement by low- and moderate-income households residing in areas targeted for program activities as required by the Citizen Participation Plan. Special effort is made to assure that low- and moderate-income persons, households in areas assisted by program activities, and persons with special needs have opportunities to participate.

The City enhances coordination between public and assisted housing providers and private and governmental health, mental health and service agencies by holding public meetings, utilizing public comment periods; administering community surveys accessible online and in print for citizens and non-profit agencies, through active participating in coalitions and committees, by maintaining ongoing consultation with various city departments; and ongoing consultation with housing providers including nonprofits and the Denton Housing Authority.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Continuum of Care (CoC) sets priorities for housing and supportive services to benefit persons experiencing homelessness. The City actively participates in the Balance of State CoC, and participates in the local homeless coalition, the Denton County Homeless Coalition.

This collaboration supports the development of the framework for local housing focused on strategies for making homelessness rare, brief, and nonrecurring. The collaboration (consultation)

with the CoC has led to full implementation of Denton's Coordinated Entry System (CE) offering a centralized, community-wide coordinated system of prioritizing and moving people experiencing homelessness to permanent housing. CE data is collected and shared safely between service providers and allows our local system to quickly identify, assess, and refer unhoused folks to housing assistance and supportive services that promote housing stability based on their level of need and special population prioritization status (Veterans, Chronically Homeless and Victims of Domestic Violence). This data is collected and disseminated through a dashboard provided to the public: https://www.unitedwaydenton.org/homelessness-data-denton-county.

Working in collaboration and in support of the priorities, CoC grants are awarded locally to provide housing and supportive services. In Denton, these fund permanent supportive housing projects, support for Coordinated Entry/HMIS, and Rapid Re-housing so individuals and families can transition out of homelessness into permanent housing.

Coordination with the Continuum of Care offers both entities expanded access to funding, quality collaborative tools, and greater knowledge of resources. Coordination with the CoC offers several benefits to the City of Denton and the CoC. Collaboration includes improved data collection and better management of available resources by improving the Homeless Management Information System (HMIS). The City invests public funds for HMIS including assistance with licenses and funding for a staff position at the United Way of Denton County for HMIS/Coordinated Entry support in Denton. CoC collaboration improves the relevance of data collected through the annual Point-in-Time (PIT) homeless count and annual Housing Inventory Count (HIC). In consultation with the CoC, the City of Denton staff work with private partners and neighboring entitlement communities to implement the PIT and HIC collaboratively across Denton County.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

ESG consultation is not applicable since Denton does not receive ESG funds from HUD as an annual entitlement. However, Texas Department of Housing and Community Affairs (TDHCA) does manage the local competition for the State Entitlement ESG funds.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

See table below for a list of groups organizations and other.

Agencies, groups, organizations who participated

Agency/Group/ Organization Type	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Committee on Persons with Disabilities	Special Needs Citizen Committee	Public Services and Public Facilities	Review committee reports and actions, present to committee on City programs. OUTCOMES: Committee develops recommendations for improvement of local services and infrastructure for persons with disabilities.
Denton Affordable Housing Corporation	CHDO	Affordable Housing Needs	DAHC participates with the DC Behavioral Health Leadership Team, DC Homelessness Leadership Team along with the City and distributed City online survey through DAHC. OUTCOMES: Partners with City and other organizations to create/preserve affordable rental housing.
Denton County MHMR	Mental Health Service Organization	Public Services Needs	DCMHMR participates with the CoC, DC Behavioral Health Leadership Team, DC Homelessness Leadership Team along with the City and distributed City online survey through DCMHMR. OUTCOMES: To improve and expand Mental Health resources/services including PSH.
Denton County Public Health - Healthy Communities Coalition	Public Health Department, Coalitions	Public Services Needs	Coalition of multiple local services providers including the City and distributed City online survey through DCPH. OUTCOMES: Identify community needs, address gaps in services, and expand resources. Engage in planning activities to improve, expand, and coordinate Healthy Community resources/services.

Agency/Group/ Organization Type	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Denton Housing Authority	PHA	Affordable Housing Needs	Requested information and data from DHA on public housing needs and distributed City online survey through DHA. OUTCOMES: Local housing organizations will work to provide additional affordable housing for Housing Choice Voucher holders and others. Opportunities for better coordination of affordable housing needs including planning.
Denton County Food Insecurity Biweekly	Public Services Assistance Group	Public Services	Coalition of multiple local services providers including the City. City participates in biweekly meetings. OUTCOMES: Collaborate to identify community needs, address gaps in services, and expand resources to decrease food insecurity.
Denton Independent School District	Public Education Entity	Economic and Public Services Needs	Joint City and DISD meetings are hosted. OUTCOMES: Increase intergovernmental collaboration and identify partnerships necessary to address community needs.
Denton County Behavioral Health Leadership Team	Quasi-Governmental Collective Impact Initiative	Homelessness Strategy, Public Services Needs	City works in collaboration with partners to increase intergovernmental collaboration and identify community needs. OUTCOMES: Enhance the behavioral health outcomes of all partners by facilitating a shared vision, shared measurements, mutually reinforcing activities, and continuous communication.
Denton County Homelessness and Housing Leadership Team & Workgroups: Data, Denton County Homeless Coalition, Housing, Shelter Planning	Quasi-Governmental Collective Impact Initiative	Homelessness Strategy, Public Services Needs	City in public-private partnership by funding the UW initiative. City works in collaboration with partners to increase intergovernmental collaboration and identify community needs. OUTCOMES:

Agency/Group/ Organization Type	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
			Making Homelessness Rare, Brief, and Nonrecurring.
Denton County Workforce Success Leadership Team	Quasi-Governmental Collective Impact Initiative	Economic Mobility, Financial Stability	City works in collaboration with partners to increase intergovernmental collaboration and identify community needs. OUTCOMES: Enhance the workforce success outcomes of all partners by facilitating a shared vision, shared measurements, mutually reinforcing activities, and continuous communication.
Texas Homeless Network	Lead Agency for the Balance of State CoC	Homelessness Strategy, Public Service Needs	Continuous collaboration and consultation regarding homeless needs in the Denton area. OUTCOMES: Making Homelessness Rare, Brief, and Nonrecurring.

Table 5 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City made every effort to consult all Agency types.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Other local / regional / federal planning efforts

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Assessment of Fair Housing	City of Denton (North Texas Regional Housing Assessment)	AFH-AFFH
Denton Plan 2040	City of Denton	Needs Assessment, Market Analysis, AFH-AFFH
Denton Development Code	City of Denton	Needs Assessment, AFH-AFFH
2022 Denton Mobility Plan	City of Denton	Needs Assessment, AFH-AFFH
Parks Master Plan	City of Denton	Needs Assessment
Collective Impact Initiatives	United Way of Denton County	Needs Assessment
ALICE - (Asset Limited, Income Constrained, Employed)	United Way of Denton County	Needs Assessment
CHIP - Community Health Improvement Plan	Denton County Health Department	Needs Assessment
County Health Rankings and Road Map	Denton County Health Department	Needs Assessment
Regional Data and Analysis	North Texas Council of Governments	Needs Assessment, Market Analysis

Table 6 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal setting

The City of Denton utilizes a variety of methods to encourage ongoing participation from residents, social service providers and community development organizations. In order to broaden the citizen participation process during the 2025 Action Plan, residents were able to access a brief survey regarding the use of CDBG, HOME, and other funding targeted to assist low and moderate-income individuals and households. The survey was promoted via email listserv, social media, the City's website, flyers posted in libraries and recreation centers and an ad in the local paper. The survey was available October 2024 through November 2024, and the City received thirty-nine responses (39). A summary of survey results is located in the appendix (Attachment 2). The opportunity for residents to provide comments and ideas without attending a public hearing gave staff additional information on existing programs and what can be done to improve services. In the online survey, the top three needs in community services, housing assistance, infrastructure and special population that respondents stated the City should fund are as follows:

- **Affordable Housing: Provide housing for vulnerable populations (80%); New affordable rental units (62%); and homebuyer and homeowner repair assistance (62%)**
- **Making Homelessness Rare, Brief, and Nonrecurring: Increase transitional housing (54%); Increase permanent supportive housing (54%); and increase and improvement to mental health services (54%)**
- **Public Services: Health and mental health services (82%), affordable childcare (62%); and transportation services (49%)**
- **Public Improvements and Infrastructure Needs: Improve roads and sidewalks (77%); assist non-profits with improving their facilities (64%); and new or improved community centers (44%)**

This Action Plan includes CDBG and HOME funds for many of the top needs that respondents stated that the City should fund such as affordable housing, reducing and/or eliminating homelessness, childcare centers and services, health services, and transportation assistance. The city continues to allocate General Funds to also assist with the top needs such as services for neglected/abused children, health services, mental health, and homeless initiatives.

Citizen Participation Outreach

Citizen Participation Outreach

	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ads		Requested Public Comment by Phone, Email, Online Survey, or Hearing/Meeting.	Included with 2, 3, and 4 below as applicable.	N/A	October 24, 2024
2	30-day Comment Period		Nine comments were received from a homeowner.	See pages 4-6 for a list of comments received.	See pages 4-6 for a list of City comments.	May 19, 2025, through June 20, 2025
3	In-Person Public Hearing (2)		No attendees	No comments	N/A	November 13, 2024
			3 public comments were received	All comments in support of Action Plan activities.	All comments accepted	June 17, 2025
4	Online Survey (1)	All city residents and organizations.	39 surveys were completed.	See summary of the comments. Attachment 2	Comments regarding City services not pertaining to eligible activities under CDBG/HOME funding were not incorporated into the plan.	Funding Priority Survey (Oct. 2024 to Nov. 2024)
5	Social Media	All city residents and organizations.	Residents were requested to attend hearings, complete surveys and provide comment.	Included with Sort Order 1 through 4 above as applicable.	N/A	Posting during survey and comment periods on social media.
6	Denton Television		Posted during survey and public comment periods.	Included with Sort Order 1 through 4 above as applicable.	N/A	Posting during survey and comment periods
7	Community Development Email Listserv (3 Times)	Service providers, residents in low/mod areas, Neighborhood Associations and local churches.	Residents were requested to attend hearings, complete surveys and provide comment.	Included with Sort Order 1 through 4 above as applicable.	N/A	December 16, 2024, January 10, 2025, and (May 13, 2025)

Table 7 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Details about how we intend to spend specific grant resources in specific activities which tie back to our larger Strategic Plan Goals. The anticipated federal resources below are based on final HUD allocation amounts.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan $
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $	
CDBG	Public-federal	▪ Administration ▪ Housing ▪ Public Improvements ▪ Public Services	$1,049,336	$4,000	$103,578.26	$1,156,914	$2,098,672
HOME	Public-federal	▪ Administration ▪ Housing	$462,239	$265,637.28	$438,041.19	$1,165,917.47	$924,478

Table 8 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG and HOME activities leverage other funding sources to carry out various activities. For the 2025-26 program year, CDBG and HOME projects will leverage an additional $27,220,564 in federal, state, local, and private fund and include the following:

Proposed General Funds for human services activities	$377,955
Federal Funds for human services activities	$3,784,058
State Funds for human services activities	$5,553,985
Local Funds for human services activities	$2,724,985
Private Funds for human services activities	$13,675,852
Private Funds for affordable housing activities	$1,103,729
Total Federal, State, Local, and Private Funding	**$27,220,564**

The above list includes proposed General Fund allocations from the City of Denton. General fund recommendations will be considered during the normal budgeting cycle and considered for approval in September 2025.

The HOME program requires a participating jurisdiction to provide a 25% match of the federal HOME funds. The City of Denton's local match for the HOME program is $106,219.75 for the 2025-26 program year. The 25% match of federal HOME grant excludes administrative allowances of 10%, program income, and CHDO operating funds. The City of Denton will provide the match from a variety of sources including the following:

- Residual balance of match from prior years.
- Local and state funding provided to Denton Affordable Housing Corporation and Habitat for Humanity of Denton County on eligible HOME projects, such as funds from the Federal Home Loan Bank, Denton County Housing Finance Corporation, and Texas Department of Housing and Community Affairs.
- General Funds provided on eligible HOME projects through the Affordable Housing Fee Grant Program.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan Not applicable.

Discussion: See discussion in previous sections.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	CDBG/HOME Funding	Goal Outcome Indicator
1	Affordable Housing	2024	2027	Affordable Housing	Denton City Limits	Affordable Housing	$521,647.26 CDBG $471,590 HOME	52 LMI Households/ Individuals
2	Making Homelessness Rare, Brief and Nonrecurring	2024	2027	Homelessness	Denton City Limits	Homelessness and At-Risk	$45,437 CDBG	240 Homeless/At-Risk Households/Individuals
3	Non-Housing Community Development: Public Services	2024	2027	Non-Housing Community Development	Denton City Limits	Public Services	$157,400 CDBG	900 LMI Households/ Individuals
4	Non-Housing Community Development: Public Facilities, Public Improvements and Infrastructure	2024	2027	Non-Housing Community Development:	Denton City Limits	Public Facilities, Public Improvements and Infrastructure	$268,000 CDBG	8320 LMI Households/ Individuals
5	Planning and Administration	2024	2027	Planning	Denton City Limits	Administration	$209,867 CDBG $46,223 HOME	N/A

Table 9 – Goals Summary

Goal Descriptions

1. **Affordable Housing -** Support the provision of quality housing by increasing the availability/accessibility of affordable housing. The City will address the priority need by funding the following activities: Home Repair Programs; Homebuyer Assistance Programs; new construction of affordable housing; homelessness prevention (non-HOME rental assistance); rapid re-housing; and supportive services.
2. **Making Homelessness Rare, Brief and Nonrecurring -** The City is providing support for the community's Collective Impact Initiative, the Denton County Homelessness Leadership Team that seeks to:
    a. Increase leadership, collaboration, and engagement, with a focus on providing and promoting collaborative leadership at all levels of government and across all sectors
    b. Strengthen the housing crisis response system's capacity to implement successful interventions to make Homelessness Rare, Brief and Nonrecurring.
    c. Increase access to housing, by providing emergency, affordable housing and permanent supportive housing.
    d. Increase economic security, by improving access to education and increasing meaningful and sustainable employment and improving access to mainstream programs and services to reduce financial vulnerability to homelessness.
3. **Non-Housing Community Development: Public Services** - The City will support nonprofit organizations in carrying out public service activities assisting low-income persons, children/youth, seniors, persons with disabilities, and persons experiencing or at-risk of homelessness. Services will address the following: economic stability, education access and quality, health care access and quality, neighborhood and built environment and social and community context.
4. **Non-Housing Community Development: Public Facilities, Public Improvements and Infrastructure -** Provides funding for public facility and infrastructure improvements. Public facility projects benefit LMI persons by creating/improving public services facilities such as ADA accessibility and increasing public service locations. Infrastructure improvement projects benefit LMI neighborhoods by improving existing infrastructure such as street improvements; installation of new sidewalk, water and sewer lines, and drainage improvements; improving and expanding park and recreational facilities.
5. **Planning and Administration -** Planning, management, and operations related to developing, administering and carrying out the 2023-2027 Consolidated Plan Strategic Plan and Annual Goals and Objectives.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Denton is currently a Community Development Block Grant (CDBG) entitlement and a participating jurisdiction for the HOME Investment Partnership (HOME) Programs. Applications for Federal Assistance for CDBG and HOME are available in the appendix section. The City of Denton's estimated total federal funds and program income funding for the 2025-26 program year is $2,322,832 and includes $541,619.45 in CDBG and HOME reprogrammed funds from prior year funds. Besides the federal funds, the City of Denton is also leveraging an additional $1,316,405 in local funds from the City of Denton General Funds for public services and homeless council initiatives.

Please note that Table 10 shows the list of projects that are recommended to be funded with General Funds for the 2025-26 fiscal year. Table 11 is the list of projects that will be funded with federal funds from the U.S. Department of HUD for the 2025-26 program year.

Recommended funding for General Fund

Project Name	Amount
Children's Advocacy Center	$40,388
Court Appointed Special Advocates	$35,340
Communities in Schools	$35,340
Cumberland Youth and Family Services	$16,155
Denton Christian Preschool	$30,291
Denton City County Day School	$15,145
Denton County MHMR Center	$30,291
Giving Grace	$36,854
Our Daily Bread	$39,378
Opening Doors International Services, Inc.	$15,145
PediPlace	$35,339
Refuge for Women	$15,360
SPAN, Inc.	$7,687
The Salvation Army	$25,242
Total General Fund - Human Services Grant	**$377,955**

Table10- Recommended funding for General Fund

Projects

#	Project Name
1	2025 Community Development Administration
2	2025 Denia Park Shade Structures Project
3	2025 Denton Affordable Housing Corporation Homebuyer New Construction
4	2025 Denton County Friends of the Family
5	2025 Denton County Friends of the Family Project
6	2025 Fred Moore Park Scoreboards Project
7	2025 Health Services of North Texas
8	2025 Minor Repair Program
9	2025 PARD Summer Camp
10	2025 SPAN, Inc.

Table 11 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City's approach to prioritization of needs identified in the Consolidated Plan were the result of enhanced coordination between public and private partners and through organized citizen participation activities. (SP-25).

Allocations are based on needs analysis, the purpose and eligibility of Consolidated Plan funds, and the availability of City General Funds to meet a wide variety of needs. As identified in the City's Consolidated Plan, funding allocation is prioritized for projects that addresses economic stability, education access and quality, health care access and quality, neighborhood and built environment and social and community context that affect a wide range of health, functioning, and quality-of-life outcomes and risks. The City of Denton's CDBG and HOME allocations have not been sufficient to allow for the funding of extensive housing, economic development or public works projects. For the City's priority goals related to Affordable housing; Making Homelessness Rare, Brief and Nonrecurring; Public Services; Public facility and public improvement projects; each are prioritized by identified need and funding is allocated based on available funding and eligibility of projects.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	**2025 Community Development Administration**
	Target Area	City of Denton, TX
	Goals Supported	N/A
	Needs Addressed	N/A
	Funding	CDBG: $209,867 HOME: $46,223
	Description	Program administration for the CDBG and HOME grants and includes program management, coordination, and monitoring associated with carrying out eligible activities. Program will be carried out by the Community Services Department.
	Target Date	10/1/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Administration services are carried at the Community Development Division at 401 N. Elm St, Denton Texas 76201
	Planned Activities	Funds will be used to cover the cost of planning, administering, operating and monitoring the CDBG and HOME programs.
2	**Project Name**	**Denia Park Shade Structures Project**
	Target Area	City of Denton, TX
	Goals Supported	Public Facilities, Public Improvements, and Infrastructure
	Needs Addressed	Public Facilities, Public Improvements, and Infrastructure
	Funding	CDBG: $250,000
	Description	Project includes the purchase and installation of a shade structure at Denia Park to provide areas of shade for park visitors. Project will be carried out by the Parks and Recreation Department. Project is located in a low-moderate income area
	Target Date	10/01/2025

	Estimate the number and type of families that will benefit from the proposed	5,595 low to moderate income people
	Location Description	Denia Park, 1001 Parvin St, Denton, TX 76205 Census Tract 208.00 Block Group 2 and 3 Census Tract 209.00 Block Group 2 Census Tract 210.00 Block Group 4 Census Tract 213.04 Block Group 2
	Planned Activities	Funds will cover the cost of purchase and installation of a shade structure.
3	**Project Name**	**2025 DAHC Homebuyer New Construction**
	Target Area	City of Denton, TX
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: $471,590
	Description	Project consists of housing development and homebuyer assistance of three single-family homes for low-income homebuyers. Funding also includes $46,711 for CHDO Operating Costs. Project will be carried out by Denton Affordable Housing Corporation, a certified CHDO. HOME funds include $438,041.19 in 2024 reallocated funds.
	Target Date	10/01/2025
	Estimate the number and type of families that will benefit from the proposed activities	3 low-to-moderate income households
	Location Description	418 Robertson St., Denton Texas
	Planned Activities	Funds will cover the cost for new housing construction and homebuyer assistance for three single-family homes. Funds will also be used for CHDO operating expenses for DAHC.
4	**Project Name**	**2025 Denton County Friends of the Family**
	Target Area	City of Denton, TX
	Goals Supported	Making Homelessness Rare, Brief and Nonrecurring
	Needs Addressed	Homelessness and At-Risk
	Funding	CDBG: $45,437

	Description	Provide shelter that is equipped to improve clients' sense of safety, provide support in overcoming the impact of violence and abuse and begin the process of helping the client achieve and maintain self-sufficiency free from family violence.
	Target Date	10/01/2025
	Estimate the number and type of families that will benefit from the proposed activities	240 Presumed Benefit persons
	Location Description	Address is suppressed.
	Planned Activities	Funds will partially cover the cost of the Shelter Director salary.
5	**Project Name**	**2025 Denton County Friends of the Family Project**
	Target Area	City of Denton, TX
	Goals Supported	Making Homelessness Rare, Brief and Nonrecurring
	Needs Addressed	Homelessness and At-Risk
	Funding	CDBG: $53,000
	Description	Project consists of making needed repairs to the home including adding ADA accessibility features. The home will be available as a transitional house when a family leaves emergency shelter and increase housing stability. Project will be carried out by the Denton County Friends of the Family.
	Target Date	10/01/2025
	Estimate the number and type of families that will benefit from the proposed activities	1 Presumed Benefit household
	Location Description	Address is suppressed
	Planned Activities	Funds will cover the cost of the home repairs including adding accessibility features.
6	**Project Name**	**Fred Moore Scoreboards Project**
	Target Area	City of Denton, TX
	Goals Supported	Public Facilities, Public Improvements, and Infrastructure
	Needs Addressed	Public Facilities, Public Improvements, and Infrastructure

	Funding	CDBG: $18,000
	Description	Project includes the purchase and installation of scoreboards for the football and softball fields at the Fred Moore Park. Project will be carried out by the Parks and Recreation Department. Project is located in a low-moderate income area.
	Target Date	10/1/2025
	Estimate the number and type of families that will benefit from the proposed activities	2,725 low- and moderate-income persons
	Location Description	701 Wilson St. Denton, TX 76205 Census Tract 21202 Block Group 1 and 2
	Planned Activities	Funds will cover the cost and installation of scoreboards for the football and softball fields.
7	**Project Name**	**2025 Health Services of North Texas**
	Target Area	City of Denton, TX
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $50,485
	Description	Provides quality primary medical care for impoverished and uninsured/underinsured patients of all ages (including women's health & prenatal care).
	Target Date	10/01/2025
	Estimate the number and type of families that will benefit from the proposed activities	201 low-to-moderate income individuals
	Location Description	4401 N. I-35, Ste. 312, Denton, TX 76207
	Planned Activities	Funds will cover the cost of healthcare services for low to moderate-income individuals
8	**Project Name**	**2025 Minor Repair Program**
	Target Area	City of Denton, TX
	Goals Supported	Affordable Housing

	Needs Addressed	Home Repair
	Funding	CDBG: $468,647.26
	Description	Program addresses urgently needed repairs of homes (repairs costing less than $24,500). This program can stabilize a home within the city limits of Denton until a rehabilitation can be done. Program will be managed by the Community Services Department. CDBG funds includes $138,578.26 in 2022 reallocated funds.
	Target Date	10/01/2025
	Estimate the number and type of families that will benefit from the proposed activities	48 low and moderate-income households
	Location Description	This is a city-wide program. Applications are taken at the Community Development Division at 401 N. Elm St., Denton Texas 76201
	Planned Activities	Funds will be used for rehabilitation costs for minor repairs.
9	**Project Name**	**2025 PARD Summer Kids Camp**
	Target Area	City of Denton, TX
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $43,922
	Description	City of Denton Summer Kids Camp will provide full or partial scholarships for a summer day camp program to income-eligible kids in need of quality care, mentoring, development of life skills, leadership, respect for others and respect for self. Program will be carried out by the Parks and Recreation Department.
	Target Date	10/01/2025
	Estimate the number and type of families that will benefit from the proposed activities	57 low and moderate-income persons low and moderate-income households

	Location Description	Civic Center, Denia Recreation Center, McMath Middle School, and MLK Recreation Center
	Planned Activities	Funds will cover the cost of camp scholarships.
10	**Project Name**	**2025 SPAN, Inc.**
	Target Area	City of Denton, TX
	Goals Supported	Public Services
	Needs Addressed	Food Security
	Funding	CDBG: $17,556
	Description	Special Programs for Aging Needs (SPAN), Inc. to provide senior nutrition program providing nutritional home delivered and congregate meals for senior adults in Denton.
	Target Date	10/01/2025
	Estimate the number and type of families that will benefit from the proposed activities	402 persons low and moderate-income persons.
	Location Description	1800 Malone St. Denton, TX 76201
	Planned Activities	The funds will cover a portion of the cost of meals.

Table 12- Project Summary Information

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Denton's CDBG and HOME allocations have not been sufficient to allow for the funding of large or extensive housing, economic development or public works projects. Geographic standards do not apply to city-wide home repair, homebuyer assistance, and public services grant programs.

As required by CDBG guidelines, public facility and public improvement projects have been completed in residential areas meeting HUD's low to moderate-income standards. All investments in public facilities and/or public improvements are based on requests received from residents of the low to moderate-income block groups and other areas of the city. After a request has been made, an assessment is made to determine the need for the improvement and the project cost. With support of staff recommendation on the appropriate use of CDBG funds and available projects eligible under the CDBG allocation, the City's Community Services Advisory Committee evaluates which requests meet the community development needs and make recommendation to City Council.

Geographic Distribution

Target Area	Percentage of Funds
City of Denton, TX (City Limits)	100%

Table 13 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Denton does not currently direct its investments in specific geographic areas.

Discussion: See above discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Based on the goal to assist forty-eight (48) households in our Minor Repair Programs, assist one (1) households with rental repairs through Denton County Friend of the Family, and provide funding for the CHDO's New Construction program assisting three (3) households, the City's one-year goal is to assist fifty-two (52) households in 2025-26 Program Year with CDBG and HOME.

One Year Goals for Affordable Housing by Support Type

One Year Goals for the Number of Households to be Supported	
Homeless	1
Non-Homeless	51
Special-Needs	0
Total	52

Table 14 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	3
Rehab of Existing Units	49
Acquisition of Existing Units	0
Total	52

Table 14 - One Year Goals for Affordable Housing by Support Type

Discussion

In addition to CDBG/HOME activities, the City also fund $135,000 for a Development Fee Grant program through the general fund to assist nonprofit housing developers. The grant reduces development costs by covering development fees to support new construction of Affordable Housing Units. The city expects to receive applications for 7-9 projects in the 2025-26 fiscal year.

As a requirement to receive federal funding from the U.S. Department of Housing and Urban Development (HUD), the City of Denton Community Services Department prepares and submits a five-year Consolidated Plan (ConPlan) and an annual Action Plan. The annual Action Plan outlines how federal Community Development Block Grant funds, HOME funds and other federal and non-federal program funds will be used by the City in the upcoming fiscal year.

When the City helps homeowners for HOME-assisted housing units, the purchase price and appraisal value may not exceed 95% of the median purchase price for the city. The HUD-derived formula for determining home values used data from July 2016 through June 2021 and was

implemented beginning in June 2022. These data lagged the market and have limited what activities the city can fund based on these lower values. The city, per HUD guidelines, performed its own market study to determine more accurate values using more recent data. The proposal was submitted in the 2023 Action Plan, and we intend to also include the higher values for the 2025 Action Plan.

The City is updating the median home values for use in HOME programs. The HUD derived data for use with HOME grant funding and homebuyer assistance programs used home sales data from July 2016 through June 2021 with implementation beginning in June 2022. Historically, home sale data from such a recent study would provide data accurate enough to effectively operate the programs. However, given that home values and purchase prices are increasing rapidly, the HUD data is low compared to the current market. As per HUD guidelines, the city performed its own market study to determine home values for the city of Denton for use in determining HOME value limits. HOME-assisted housing units may not exceed 95% of median purchase price for the city. The newer data from the city's market study increases that threshold providing a wider variety of housing for which the city may provide assistance.

City of Denton Proposed New Value Limits

City of Denton, Texas Compilation of Single Family Existing Real Estate Sales for a 12-Month Period March 2022 – February 2023

Unit Type	Data Range	Sales Volume	Median Value	95% Median
Single Family – Existing & New	3/1/2022-2/28/2023	**1712**	**$395,000**	**$375,250**

Insufficient data available for new construction; new construction and existing single-family home value are combined.

AP-60 Public Housing – 91.220(h)

Introduction

The Denton Housing Authority (DHA) was formed in 1970 to address the housing needs of low-income families in the city of Denton. DHA does not manage any public housing units. DHA currently administers 1,876 Housing Choice Vouchers (also referred to as Section 8 or HCV) and a Self-Sufficiency/Homeownership Program. DHA administers various public facility corporations and tax credits to operate other multi-family properties such as the Veranda, Eighteen51 Brinker, Ridgecrest Apartments, The Beverley, The Hightone, The Woodlands of Denton, Square 9 Apartments, 16Ten East, Discovery Park, Mayhill Crossing, Elan Denton and Renaissance Courts Townhomes. In addition, DHA operates Heritage Oaks and the Pecan Place Apartments which provides affordable housing for seniors.

Actions planned during the next year to address the needs to public housing: Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership: Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance: Not applicable.

Discussion: See above discussion and in previous sections including NA-35 and MA-45.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section describes the activities planned during the 2025-26 program year to address the needs of persons who are homeless and other non-homeless needs. It includes CDBG/HOME and General Fund activities.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

- **Increase Street Outreach efforts to connect with people experiencing homelessness living unsheltered.**
  - Fund Street Outreach Program with General Funds
  - Fund a Stability Case Worker with General Funds to support engagement and case management for unhoused folks
  - Fund Staff to support annual Point in Time Count with General Funds
  - The City will work with community partners to secure other funding sources

Addressing the emergency shelter and transitional housing needs of homeless persons

- **Increase the number of short-term supportive and long-term permanent affordable housing units for both individuals and families with children.**
  - Fund Our Daily Bread with General Funds and ARPA Funds
  - Fund Our Daily Bread and Giving Grace for TBRA and supportive services with HOME ARP Grant
  - Fund Denton County Friends of the Family Emergency Shelter with CDBG funds
  - The City will work with community partners to secure other funding sources

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

- **Increase funding for Rapid Re-Housing for families and individuals including housing location and stabilization resources.**
  - Fund TBRA and Supportive Services Programs with HOME-ARP Grant

- Fund Interfaith – Utility Assistance with General Funds
- Fund United Way Homeless Initiatives and Barriers Fund with General Funds
  - Housing Crisis Response System: Coordinated Entry (CE)
  - Housing Crisis Response System: Housing Priority List (HPL)
- The City will work with community partners to secure other funding sources

- **Increase specialized housing for those in Permanent Supportive Housing (PSH) for those with prioritized special needs.**
  - Fund United Way Homeless Initiatives and Barriers Fund with General Funds
    - Housing Crisis Response System: Coordinated Entry (CE)
    - Housing Crisis Response System: Housing Priority List (HPL)
  - Collaboration with TX Balance of State Continuum of Care Programs

- **Making the transition to permanent housing and independent living.**
  - Fund United Way Homeless Initiatives and Barriers Fund with General Funds
    - Housing Crisis Response System: Coordinated Entry (CE)
    - Housing Crisis Response System: Housing Priority List (HPL)
  - Collaboration with TX Balance of State Continuum of Care (CoC)
  - Housing Crisis Response System: Collaboration with CoC funded PSH programs at Giving Grace and Denton County MHMR

- **Shortening the length time that individuals and families experience homelessness.**
  - Fund United Way Homeless Initiatives and Barriers Fund with General Funds
    - Housing Crisis Response System: Coordinated Entry (CE)
    - Housing Crisis Response System: Housing Priority List (HPL)
    - Fund Transitional Shelter (ARPA)
- **Facilitating Access.**
  - Fund United Way Homeless Initiatives and Barriers Fund with General Funds
    - Housing Crisis Response System: Coordinated Entry (CE)
    - Housing Crisis Response System: Homeless Information Management System (HMIS)
    - Housing Crisis Response System: Housing Priority List (HPL)
    - Housing Crisis Response System: Housing Navigator, Landlord Outreach Program

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

- **Increase funding for Diversion (rapid resolution for diverting people from homelessness quickly).**
    - Fund United Way Homeless Initiatives and Barriers Fund with General Funds
        - Housing Crisis Response System: Coordinated Entry (CE)
        - Housing Crisis Response System: Housing Priority List (HPL)
        - Fund Street Outreach Program with required budget item for Diversion
    - The City will work with community partners to secure other funding sources

Discussion

The Housing Crisis Response System (HCRS) is the City's approach for a coordinated systems approach to identifying those experiencing homelessness, preventing homelessness when possible, connecting people with housing quickly and providing services when needed. While the 2025 Action Plan submitted to HUD may only include the goals for CDBG and HOME funds, the City invests general fund resources to strengthen the HCRS as a part of our goal to Make Homelessness Rare, Brief, and Nonrecurring. Therefore, all resources by source are described above.

AP-75 Barriers to Affordable Housing – 91.220(j)

Introduction

This section describes the activities planned during the 2025-26 program year to address barriers in affordable housing identified in the 2023-2027 Assessment of Fair Housing and Affirmatively Furthering Fair Housing Goals (AFH-AFFH).

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Details regarding the actions committed to remove or ameliorate the Barriers to Affordable Housing Responses are reflected in the City's Assessment of Fair Housing and Affirmatively Furthering Fair Housing Goals (AFH-AFFH) in the 2023-2027 Consolidated Plan.

The work plan includes 6 separate goals with proposed actions that are intended to remove barriers to affordable housing:

- **Increase access to affordable housing in high-opportunity areas**
  - Coordinate with Denton County Transportation Authority to improve access to transit resources (stops, route locations, schedules, and covered bus stops to provide shelter in inclement weather.)
  - Continue housing programs Housing Tax Credit program, Home Repair and Home Buyer Assistance programs, and incentivization of private development through the implementation of the Affordable Housing Strategic Toolkit
  - Provide public service funding that contributes to economic stability, education access and quality, health care access and quality, neighborhood and built environment and social and community context to promote all areas of Denton.

- **Increase supply of affordable housing units**
  - Continue to provide a Housing Tax Credit Application in support of the rental housing for low-income households.
  - Continuation of high performing housing programs designed to ensure that affordable, accessible housing is created and preserved in Denton.
  - Seek opportunities to collaborate with housing services providers who support the creation of new housing and preservation of existing affordable housing,
  - Implement activities in support of the Denton Affordable Housing Strategic Toolkit's Five Strategies – infill development, zoning relief and variances, increase capacity and resources, preservation, and increase access to information.

- Utilize 2023 Affordable Housing General Obligation Bond funds to implement strategies within the Affordable Housing Strategic Toolkit.

- **Increase supply of accessible, affordable housing for persons with disabilities**
  - Continued HOME funding provided to the City's Community Housing Development Organization, the Denton Affordable Housing Corporation, with an emphasis on accessible units.
  - Ensure efforts to increase supply of affordable housing units include persons with disabilities.

- **Make investments in targeted neighborhoods to improve access to opportunity**
  - Support local networks working on social issues to create a strategy to improve access to opportunities for targeted neighborhoods.
  - Coordinate with the Denton County Transportation Authority (DCTA) to improve access to transit resources.
  - Implement activities included in the Denton Affordable Housing Strategic Toolkit
- **Increase access to information and resources on fair and affordable housing**
  - Support training opportunities on the City's programs and Fair Housing for local real estate professionals, property owners, and managers.
  - Attend fair housing training when available to keep staff apprised of any recent changes to fair housing laws
  - Implement the City of Denton's non-discrimination ordinance.

- **Increase supports and services for residents with housing assistance:**
  - Provide public service funding that contributes to the following: economic stability, education access and quality, health care access and quality, neighborhood and built environment and social and community context.
  - Improve the housing crisis response system programs for people experiencing or at-risk of experiencing homelessness.

Discussion: See discussion above.

AP-85 Other Actions – 91.220(k)

Introduction

This section reports additional effects the City will undertake during the 2025-26 program year to address residents' housing and community development needs.

Actions planned to address obstacles to meeting underserved needs

Please see sections AP-55, AP-65, and AP-75.

Actions planned to foster and maintain affordable housing

Please see sections AP-55 and AP-75.

Actions planned to reduce lead-based paint hazards

During the 2025-26 program year, the City actions will be:

- Ensure that all regulatory requirements regarding lead-based paint are met throughout any housing rehabilitation construction activity performed by the City on homes constructed prior to 1978 including the Minor Repair Program, Rental Repair Program, Homebuyer Assistance Program, Habitat for Humanity of Denton County, Denton Affordable Housing Corporation's Rental Rehabilitation, and Denton County Friends of the Family Project.
- Seek opportunities to educate the public, housing services customers, and affordable housing partners, and contractors regarding the hazards of lead-based paint.

Actions planned to reduce the number of poverty-level families

During 2025-26 program year, the City actions will be:

1. Affordable housing assistance programs:
    a. Allocate CDBG and HOME funding to implement or provide grants for Preserving Affordable housing through Repair, Renovation and Rental Rehabilitation projects.
    b. Allocate General Funds to the Development Fee Grant to projects in support of the creation of Affordable Housing units
    c. Allocate funding for utility assistance programs that increase Housing Stability and Prevent Homelessness (See also: AP-65):
    d. Allocate General funding for Public Services Grants for rental assistance increase Housing Stability and Prevent Homelessness.
    e. Implement Affordable Housing Assessment with Bond funds.
2. Allocate CDBG and General Funds for Public Services, Facility, and/or Infrastructure Grants to combat Food Insecurity.

3. Allocate CDBG and General Funds for Public Services, Facility, and/or Infrastructure Grants to increase availability and access to Health, Mental Health, and Behavioral Health Care.
4. Allocate CDBG and General Funds for Public Services, Facility, and/or Infrastructure Grants to improve Family Stability by improving safety, support, and opportunity including access to affordable childcare.
5. Allocate CDBG and General Funds for Public Services, Facility, and/or Infrastructure Grants to increase availability and access to services for special needs populations (seniors, disabled, veterans, abused and neglected children, and victims of domestic violence) (See also: AP-65).
6. Allocate CDBG and General Funds for Public Services, Facility and/or Infrastructure Grants to make homelessness rare, brief, and nonrecurring (See also: AP-65).
7. Intergovernmental collaboration and Public Services, Facility and/or Infrastructure Grants to increase access to Transportation increasing housing and workforce stability.
8. Allocate CDBG and General Funds for Public Services Grants to increase access to mobility, educational programs, and workforce development for Economic security.

Actions planned to develop institutional structure

The City has defined the strategies below:

- Develop and maintain a coordination system across service sectors and cultivation of systems to better match services to identified need;
- Identify and continuously evaluate the strengths and gaps in housing and supportive services including improving systems to share best practices information across sectors; and
- Collect and utilize data that informs system-wide based decision making for prioritizing and selecting high performing projects.

During the 2025-26 program year, City actions related to institutional structures will be:

- **GOAL 1: Affordable Housing** (See Also: AP-55, AP-75)
  Implementation of Affordable Housing Assessment with Bond funds
- **GOAL 2: Make Homelessness Rare Brief and Nonrecurring** (See Also: AP-65)
  Continue collaboration among governments and community partners
  - ACTIONS: Financial and Human Resources in Support of Denton County Homelessness Leadership Team in partnership with the United Way
  - ACTIONS: Financial and Human Resources to Improve Housing Crisis Response System.
- **GOAL 3: Non-Housing Community Development: Public Services** (See Also: AP-55, AP-65, and AP-75)
  Continue collaboration among governments and community partners.

- ACTIONS: Financial and Human Resources in Support of local nonprofits through grants and other programs.
- ACTIONS: Participate in Intergovernmental groups, local Coalitions, and Community Meetings to discuss solutions for improved community response systems to complex social issues.

- **GOAL 4: Non-Housing Community Development: Public Facilities, Public Improvements and Infrastructure**
  Coordinate Public Facilities, Public Improvements and Infrastructure projects to improve neighborhoods.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Denton has a very strong network of service providers including those providing housing and supportive services. The City has a partnership with the United Way of Denton County, in three Collective Impact projects, the Denton County Behavioral Health Leadership Team, Denton County Homelessness and Housing Leadership Team, and the Denton County Workforce Success Leadership Team. These projects bring public and private agencies together to review and discuss the provision of services in the Denton area to improve systems and maximize the benefits derived from available resources.

In addition, Denton has several work groups, committees, collaborations, and coalitions that have been developed to assist in enhancing coordination of services:

- Denton County Behavioral Health Leadership Team and Homelessness Leadership Teams
- Denton County Homeless Coalition
- Committee on Persons with Disabilities
- Denton County Food Security Task Force Healthy Communities Coalitions (specific issues discussed including mental health)

City of Denton staff including Community Development staff will continue to actively participate in the above committees during the 2025-26 program year. The City is part of a strong team of service providers who are working to improve services.

Discussion

While the 2025 Action Plan submitted to HUD may only include with the goals for CDBG and HOME funds, the City invests general fund resources to address residents' housing and community development needs. Therefore, all resources by source are described above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

Below are specific requirements for the Community Development Block Grant and the HOME Investment Partnership Program.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	$0
3. The amount of surplus funds from urban renewal settlements	$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	$0
5. The amount of income from float-funded activities	$0
Total Program Income	$0

Other CDBG Requirements

1. The amount of urgent need activities	$0

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

   The City of Denton does not utilize other forms of investment beyond those identified in 92.205(b). The City will not permit other forms of investment without the prior approval of HUD.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

The City of Denton will utilize recapture for homebuyers for the HOME program including any projects funded with HOME Program Income (PI). The policy provides guidelines that will be used for recapture of HOME funds when used for homebuyer activities under the Homebuyer Assistance Program as required in 24 CFR 92.254.

All homebuyers sign a HOME written agreement with the City outlining the affordability period and recapture provisions. For HOME-assisted homebuyer units the period of affordability is based upon the direct HOME subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. Any HOME program income used to provide direct assistance to the homebuyer is included when determining the period of affordability.

Recapture provisions will be used when the homebuyer transfers the property either voluntarily or involuntarily during the period of affordability. If the home is transferred during the affordability period, a portion of the net sales proceeds, if any, are returned to the City of Denton. The amount subject to recapture is reduced based on a pro rata reduction during the affordability period. The funds returned are equal to the amount of HOME funds invested less the amount for each full month that the homebuyer has occupied the house as principal residence. Any funds remaining after the distribution of the net sales proceeds to all lien holders, including the City of Denton, will be returned to the homeowner.

In the event of a sale, short sale or foreclosure, the amount recaptured will be limited to the amount of net sales proceeds' available at the time of such occurrence. If there are insufficient funds remaining from the sale of the property, the City will recapture less than or none of the recapture amount due and maintain data in each individual file that provides the amount of the sale and the distribution of the funds.

The Recapture mechanisms used to secure the affordability of the HOME-assisted unit are recorded in accordance with state law with a promissory note, deed of trust and written agreement with the City of Denton. The affordability period stated in the note and deed of trust is the minimum period for the project.

In all cases, the amount to be repaid is the subsidy provided directly to or on behalf of the homebuyer for closing costs and is limited to the net proceeds of the sale, which is defined as the sales price minus the first lien and seller paid closing costs and includes only the following items to the extent actually incurred: brokers commission, reasonable attorney fees, and any transfer tax or recording fee payable by the seller.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:**

   Federal assistance will be provided in the form of a 0% interest, forgivable deferred payment loan (DPL) and will be secured by a HOME Written Agreement, fully executed and dated by all applicable parties and a Promissory Note and Deed of Trust. The Deed of Trust is recorded in the Real Property Records of Denton County.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

   The City of Denton does not currently use HOME funds to refinance existing debt secured by multi-family housing that is being rehabilitated with HOME funds.

5. 5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   The City of Denton currently does not fund an activity utilizing HOME funds for TBRA activities.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   The City of Denton currently does not fund an activity utilizing HOME funds for TBRA activities.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☐ New
- ☒ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:
B25MC480036

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Denton

*b. Employer/Taxpayer Identification Number (EIN/TIN):
75-6000514

*c. UEI:
NAQBJ67VUM95

d. Address:

*Street 1: 215 E. Mckinney St.
Street 2:
*City: Denton
County/Parish:
*State: TX
*Province:
*Country: USA: United States
*Zip / Postal Code 76201-4229

e. Organizational Unit:

Department Name:
Community Services

Division Name:
Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
*First Name: Luisa
Middle Name:
*Last Name: Rodriguez-Garcia
Suffix:

Title: Community Development Manager

Organizational Affiliation:
City of Denton, Texass

*Telephone Number: 9403497238
Fax Number: (940) 349-7753

*Email: Luisa.Garcia@cityofdenton.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

CDBG

***12. Funding Opportunity Number**:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project**:

City of Denton plans to utilize CDBG funding for programs that are offered to households below the 80% AMI to assist with the following social determinants of health: access to education and healthcare, increase in social context, economic growth and stability, and neighborhood and built enviroments.

2025/26 Action Plan activities including the following: houinsg repair, park improvements, human services, and program administration.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: TX-013 *b. Program/Project: TX-013

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2025 *b. End Date: 09/30/2026

18. Estimated Funding ($):

*a. Federal	$ 1,049,336 .00
*b. Applicant	$ 0
*c. State	$ 0
*d. Local	
*e. Other	$ 103,578 .26
*f. Program Income	$ 4,000 .00
*g. TOTAL	$ 1,156,914 .26

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Sara

Middle Name: _____

*Last Name: Hensley

Suffix: _____

*Title: City Manager

*Telephone Number: 9403498307 Fax Number: 9403498596

* Email: Sara.hensley@cityofdenton.com

*Signature of Authorized Representative: *Date Signed:

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier: M25MC480036

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Denton

*b. Employer/Taxpayer Identification Number (EIN/TIN): 75-6000514

*c. UEI: NAQBJ67VUM95

d. Address:

*Street 1: 215 E. Mckinney St.

Street 2:

*City: Denton

County/Parish:

*State: TX

*Province:

*Country: USA: United States

*Zip / Postal Code 76201-4229

e. Organizational Unit:

Department Name: Community Services

Division Name: Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*First Name: Luisa

Middle Name:

*Last Name: Rodriguez-Garcia

Suffix:

Title: Community Development Manager

Organizational Affiliation: City of Denton, Texas

*Telephone Number: 9403497238

Fax Number: (940) 349-7753

*Email: Luisa.Garcia@cityofdenton.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME

***12. Funding Opportunity Number**:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project**:

City of Denton plans to utilize HOME funding for programs that are offered to households below the 80% AMI to assist with the following social determinants of health: economic growth and stability, and neighborhood and built enviroments.

2025/26 Action Plan activities including the following: homebuyer new construction with homebuyer assistance, CHDO operating costs, and program administration.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: TX-013 *b. Program/Project: TX-013

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2025 *b. End Date: 09/30/2026

18. Estimated Funding ($):

*a. Federal	$ 462,239 .32
*b. Applicant	$ 0
*c. State	$ 0
*d. Local	
*e. Other	$ 438,041 .19
*f. Program Income	$ 265,637 .28
*g. TOTAL	$ 1,165,917 .79

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Sara

Middle Name: _____

*Last Name: Hensley

Suffix: _____

*Title: City Manager

*Telephone Number: 9403498307 Fax Number: 9403498596

* Email: Sara.hensley@cityofdenton.com

*Signature of Authorized Representative: *Date Signed:

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

City Manager

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2025 Program Year [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

City Manager

_____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

City Manager

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

City Manager

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:
Sara Hensley

*Title: City Manager

*Applicant/Recipient Organization:
City of Denton, Texas

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD-424B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

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Sara Hensley

*Title: City Manager

*Applicant/Recipient Organization:
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CITIZEN PARTICIPATION OUTREACH & PUBLIC COMMENTS

PREPARED BY:

COMMUNITY DEVELOPMENT

401 N. Elm

Street Denton,

TX 76201

Phone: (940) 349-7726

June 2025

PUBLIC NOTICE
2025-26 ACTION PLAN
HOUSING AND COMMUNITY DEVELOPMENT

The City of Denton's 2025 Action Plan for Housing and Community Development is available for citizen review from May 19 to June 20, 2025. Citizens may review the plan online at:

www.cityofdenton.com/communitydevelopment

The 2025 Action Plan is the City's annual application for federal funds from the U.S. Department of Housing and Urban Development (HUD). The estimated funding available in Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), HOME reallocated funds, and local program income are $2,298,296.09. Based on the final allocation amounts from HUD, initial funding recommendations may be proportionally adjusted.

The City plans to undertake the following activities during the 2025-2026 program year to assist low and moderate-income persons.

PROJECTS

Community Development
- Administration $250,208
- Minor Repair Program $446,359.26

Denton Affordable Housing Corp. $471,590.00

Denton County Friends of the Family $45,000

Denton County Friends of the Family Project $53,000

Health Services of North Texas $50,000

Parks and Recreation
- Summer Kids Camp $43,500
- Denia Park Shade Structure Project $250,000
- Fred Moore Park Scoreboards Project $18,000

SPAN, Inc. $13,757

Unprogrammed HOME Funds $656,881.83

TOTAL FUNDING: $2,298,296.09

PUBLIC HEARING INFORMATION

Tuesday, June 17, 2025, at 6:30 p.m. City Council Meeting Regular Session, 215 E. McKinney St.

The purpose of the meeting is to receive citizen input on the 2025 Action Plan and hear your views on the City of Denton's proposed projects in the next year.

Traductores de español estarán disponible.

Amendments: The City of Denton is amending previous Action Plans to reallocate a total of $100,000 in CDBG funds and $424,793.36 in HOME funds. The 2022 Action Plan will move the CDBG funds from the Rental Repair Program to the Minor Program due to lack of applications. The 2024 Action Plan will reallocate the unprogrammed HOME funds to the Denton Affordable Housing 2025 project.

For information, call (940) 349-7726

Comments may be submitted to
Community Development by **mail:** 401 N. Elm St., Denton, TX 76201,
fax: (940)-349-7753,
email: CommunityDevelopment@cityofdenton.com,
or **phone:** (940)-349-7726.

DRC MEDIA COMPANY

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3555 Duchess Drive
P.O. Box 369
Denton, TX 76202
940-387-3811

Publication(s): Denton Record-Chronicle

PROOF OF PUBLICATION

Being duly sworn (s)he is the Publisher/authorized designee of Denton Record-Chronicle, in City of Denton/surrounding areas in Denton County; Newspaper of general circulation which has been continuously and regularly published for a period of not less than one year preceding the date of the attached notice, and that the said notice was published in said newspaper Denton Record-Chronicle on the following dates below:

05/18/2025

Alice McConaughey
(signature of Authorized Designee)
Subscribed and sworn to before me
this 18th day of May, 2025 by

Alice McConaughey
(printed name of Designee)
Witness my hand and official seal:

Patricia LaGard
(signature name of Designee)
Notary Public, Denton County, Texas

NOTARY PUBLIC STATE OF TEXAS
PATRICIA LAGARD
Notary ID # 13027960-6
My Commission Expires
August 05, 2027

DENTON CITY COMMUNITY SERVICES
401 N ELM ST
DENTON TX 76205

Ad Number: 58564 Price: $565.00

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05/18/2025

(signature of Authorized Designee)
Subscribed and sworn to before me this 18th day of May, 2025 by

(printed name of Designee)
Witness my hand and official seal:

(signature name of Designee)
Notary Public, Denton County, Texas

PATRICIA LAGARD
Notary ID # 13027960-6
My Commission Expires
August 05, 2027

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401 N ELM ST
DENTON TX 76205

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For information, call (940) 349-7726

Comments may be submitted to Community Development by **mail:** 401 N. Elm St., Denton, TX 76201, **fax:** (940)-349-7753, **email:** CommunityDevelopment@cityofdenton.com, or **phone:** (940)-349-7726.

ADA/EOA/ADEA | TDD (800) 735-2989 | Pub. 05/2025
www.cityofdenton.com

2- Public Hearings: Promoted via Newspaper Ad (see part 1), Social Media (see part 4), Website)see part 5), and Email Listserv (see part 6)
3- Online Survey: Promoted via Social Media (see part 4), Email Listserv (see part 6)
4- Social Media/Nextdoor Posting





City of Denton

Welcome to the official Nextdoor page for the City of Denton, Texas! We're here to engage with the community on the latest happenings in Denton. For more ways to connect with us, visit https://www.cityofdenton.com. Comments posted to this page will be monitored. The City reserves the right to delete or hide comments that: contain false information, obscene language or sexual content, threaten or defame any person or organization, support or oppose political candidates, political organizations or ballot propositions, promote illegal activity, commercial services or products, infringe on copyrights or trademarks or are not topically related to the particular posting. Following or "liking" persons or organizations comments is not an endorsement by the City and is only intended as a means of communication. All content of this site and all comments submitted to this page and its list of fans are public and may be subject to disclosure pursuant to the Texas Public Information Act. Privacy Policy: http://bit.ly/2RSmXub

cityofdenton.com

More info…

Subscribe

Activity



The City's draft 2025 Action Plan for Housing and Community Development is available for public review and comment until June 20, 2025.

Deputy Director of Marketing and Communications Kayla Herrod from City of Denton · 1 day ago

The plan serves as Denton's annual application for federal housing and community development funds and outlines proposed projects for the 2025-26 program year meant to fund community service needs. Approximately $2.3 million in federal funding is anticipated, with final allocations subject to adjustment.

Residents may review the plan, including a list of projects the City plans to undertake during the 2025-26 program year, online at www.cityofdenton.com/communitydevelopmen... can be submitted via mail (401 North Elm Street, Denton, TX 76201), email (CommunityDevelopment@cityofdenton.com), fax (940) 349-7753) or phone (940-349-7726 or in person during the public hearing on Tuesday June 17th at 6:30pm City Council Meeting Regular Session, 215 E. McKinney St. For more information and to provide feedback visit www.cityofdenton.com/communitydevelopmen....

1 day ago · Subscribers of City of Denton in General

THANK REPLY

Press Releases

Posted on: May 22, 2025

City of Denton Releases Draft 2025 Housing and Community Development Action Plan for Public Feedback



DENTON, TX, May 22, 2025 – The City of Denton has released its draft 2025 Action Plan for Housing and Community Development, now available for public review and comment through June 20, 2025. The annual plan outlines proposed projects for the 2025–2026 program year and serves as Denton's application for federal funding to support housing and community development initiatives.

Approximately $2.3 million in federal funds is anticipated to support a range of community service needs, though final allocations are subject to change.

The draft Action Plan, including a full list of proposed projects, is available online. Residents are encouraged to review the plan and share feedback through one of several methods:

- **Mail**: 401 North Elm Street, Denton, TX 76201
- **Email**: CommunityDevelopment@cityofdenton.com
- **Fax**: (940) 349-7753
- **Phone**: (940) 349-7726
- **In-Person**: During the public hearing at the City Council Regular Session on Tuesday, June 17 at 6:30 p.m., held at 215 E. McKinney St.

For more information and to submit comments, visit www.cityofdenton.com/communitydevelopment.

Contact: Dustin Sternbeck, (940) 349-8251, dustin.sternbeck@cityofdenton.com

(About Denton) Denton is a community like no other – we're welcoming, innovative, creative, diverse, unique and authentic. The City is a vibrant and growing community with many opportunities, no matter what your interest or passion. You're free to be whoever you are in a friendly atmosphere with a small-town vibe that's just a short drive away from the big city. And we invite your friends to discover Denton, too!

###

Visit www.cityofdenton.com for more news and to stay updated.

Jones, Tamara

From: City of Denton Community Services <communitydevelopment@cityofdenton.com>
Sent: Tuesday, May 13, 2025 11:30 AM
To: Riley, Nathan
Subject: 2025 Action Plan Public Hearing & Comment Period

This message has originated from an **External Source**. Please be cautious regarding links and attachments.

CITY OF DENTON

Community Services

Social Services | Housing Services | Neighborhood Services | Animal Services

Visit our Website

PUBLIC HEARING & COMMENT PERIOD

The City of Denton's 2025 Action Plan for Housing and Community Development is available for citizen review from May 19 to June 20, 2025

Visit **www.cityofdenton.com/communitydevelopment** to view and comment on the plan.

Attend the Public Hearing Tuesday, June 17th at 6:30 p.m. City Council Regular Session

COMM

Comment on the 2025 Action Plan

The 2025 Action Plan is the City's annual application for federal funds from the U.S. Department of Housing and Urban Development (HUD). The estimated funding available in Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), HOME reallocated funds, and local program income are $2,298,296.09.The City plans to undertake the following activities during the 2025-26 program year to assist low and moderate-income persons:

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- Denia Park Shade Structure Project $250,000
- Fred Moore Park Scoreboards Project $18,000

SPAN, Inc. $13,757

Unprogrammed HOME Funds $656,881.83

TOTAL FUNDING: $2,298,296.09

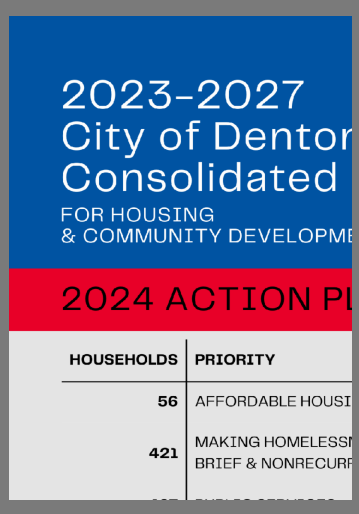
Provide Comment and Attend the Public Hearing!

Help ensure community needs are being addressed by reviewing the plan linked below and providing comment in writing to Community Development by:

- **Mail** to 401 N Elm St., Denton, TX 76201
- **Phone** to (940) 349-7726 or **fax** to (940) 349-7753
- **Email** to CommunityDevelopment@cityofdenton.com

or at the upcoming Public Hearing on:

- Tuesday, June 17, 2025, at 6:30 p.m. City Council Meeting Regular Session, 215 E. McKinney St.



Review the 2025-26 Action Plan

The City of Denton's 2025-26 Action Plan for Housing and Community Development are available for citizen comment from May 19 to June 20.

REVIEW THE PLAN

Read more about current Community Development activities, and share the 2025-26 Action Plan with the community.

EQUAL HOUSING OPPORTUNITY

ADA/EOE/ADEA ~ TDD (800) 735-2989

www.cityofdenton.com/communitydevelopment

City of Denton | 215 E. McKinney St. | Denton, TX 76201 US

Unsubscribe | Update Profile | Constant Contact Data Notice

PUBLIC COMMENTS RECEIVED:

1. Public Hearing #1 on 11/13/2024

   No comments were received.

2. Public Hearing #2 on 6/17/2025:
   Three comment cards in support of the 2025 Action Plan were received during the public hearing on June 17, 2025.

3. 30-day Comment Period:
   One citizen provided multiple comments after the public hearing closed, and the city's response follows:

   a) Allocate more funds to the Our Daily Bread-partnered homeless projects, including administration and staffing.
      City Response: The Action Plan includes General funding for homeless organizations such as Our Daily Bread.
   b) Allocate more to Denton Parks and Rec Afterschool and summer programs for scholarships.
      City Response: The Action Plan allocates CDBG funds for the Summer Camp Scholarships.
   c) Do NOT allocate any programmed or unprogrammed funds to new development and infrastructure, including land purchasing, contracting, construction, ROW purchases, contractual tax credits, etc., to sponsors of multifamily complexes with less than 100% proposed affordable housing.
      City Response: The Action Plan did not allocate funding for multifamily complexes unit.
   d) Allocate more to the First-time home buyer program along with marketing the program and much less to the Rental Rehab Program. The program indicates it will pay for the construction of three new homes, but the allocated amount will not allow for one newly constructed home unless the land is gifted, which would raise the cost substantially. More money can go to more recipients as a larger down payment assistance forgivable loan.
      City Response: City currently manages the City's Homebuyer Assistance Program with residual CDBG and HOME funds. The project was incorrectly named Rental Rehab Program and was changed to the DAHC Homebuyer New Construction Project for constructions costs and homebuyer assistance. The non-profit organization has previously purchased the land and only needs assistance with the construction and homebuyer assistance to ensure that the purchase is affordable.
   e) Allocate a portion to current Homeowner repairs for low—to moderate-income homeowners so that one catastrophe does not end in foreclosure.
      City Response: Action Plan allocates CDBG funds to fund a homeowner repair program.
   f) Allocate a portion to oversight and compliance of ALL active PFCs, including required audits of ALL 100% tax-exempt properties filing taxes under a PFC.

City Response: Denton City Public Facility Corporation will be required to provide an annual audit once it has entered into a tax-exempt partnership. When applicable, audit information will be publicly posted on the city website.

g) 2025 DCFOF-is this for an existing or future shelter? Only allocate funding for a director of an active, existing shelter currently in use by Denton residents.
City Response: The Action Plan includes funding to partially fund the Shelter Director for existing shelter and rehabilitate a single-family home for Denton County Friends of the Family for transitional housing.

h) Allocate funds to feed Denton kids breakfast and lunch all summer.
City Response: The Action Plan allocates CDBG and General Funds for meals through SPAN Inc. and Salvation Army. The Texas Department of Agriculture, Food and Nutrition Division also provides summer meal programs in Denton.

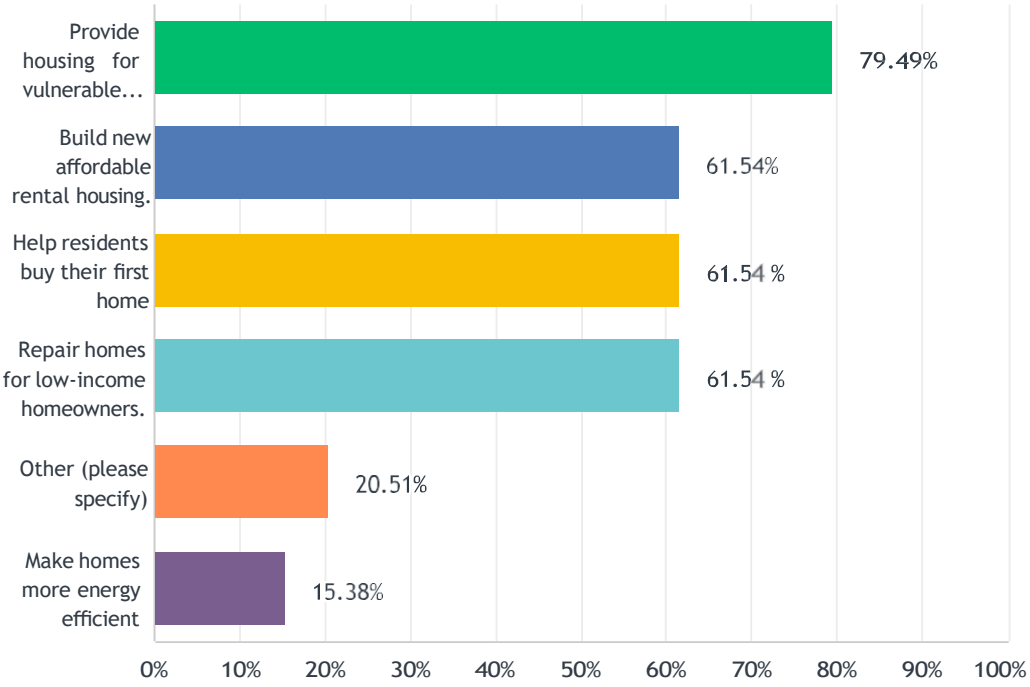
4. Online Survey Results and Comments:

   Below is a summary of the results and comments received.

   Comments regarding City services not pertaining to eligible activities under CDBG or HOME were not incorporated into the plan.

Q1, Affordable Housing: Please choose your top three priorities for Affordable Housing needs in Denton.

Answered: 39 Skipped: 0

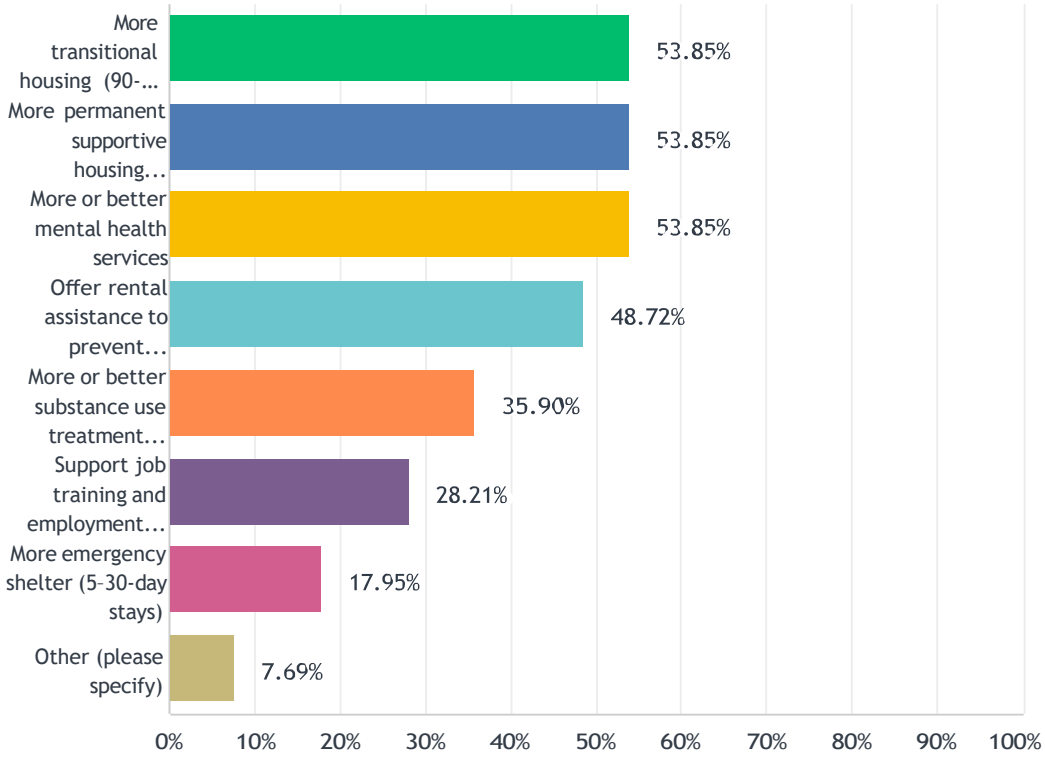


ANSWER RANKINGS	RESPONSES	
1. Provide housing for vulnerable populations (seniors, people with disabilities, large families, etc.)	79.49%	31
2. Build new affordable rental housing	61.54%	24
3. Help residents buy their first home	61.54%	24
3. Repair homes for low-income homeowners	61.54%	24
Other (please specify)	20.51%	8
Make homes more energy efficient.	15.38%	6

#	OTHER (PLEASE SPECIFY)
1	Shelters and temporary housing for persons facing abuse
2	Rezone to allow higher density for purchase options (missing middle housing)
3	supportive housing programs with wraparound services for mental health and other needs
4	Create more housing for people with felonies, prior evictions, etc.
5	More funding for transitional living services
6	Bridge programs like transitional housing, sober housing, etc.
7	Work with existing organizations who can ensure vulnerable populations earn, maintain and housing.
8	Assist with rental & housing payments

Q2, Making Homelessness Rare, Brief, and Nonrecurring: Please choose the top three actions the City of Denton should take to help reduce homelessness.

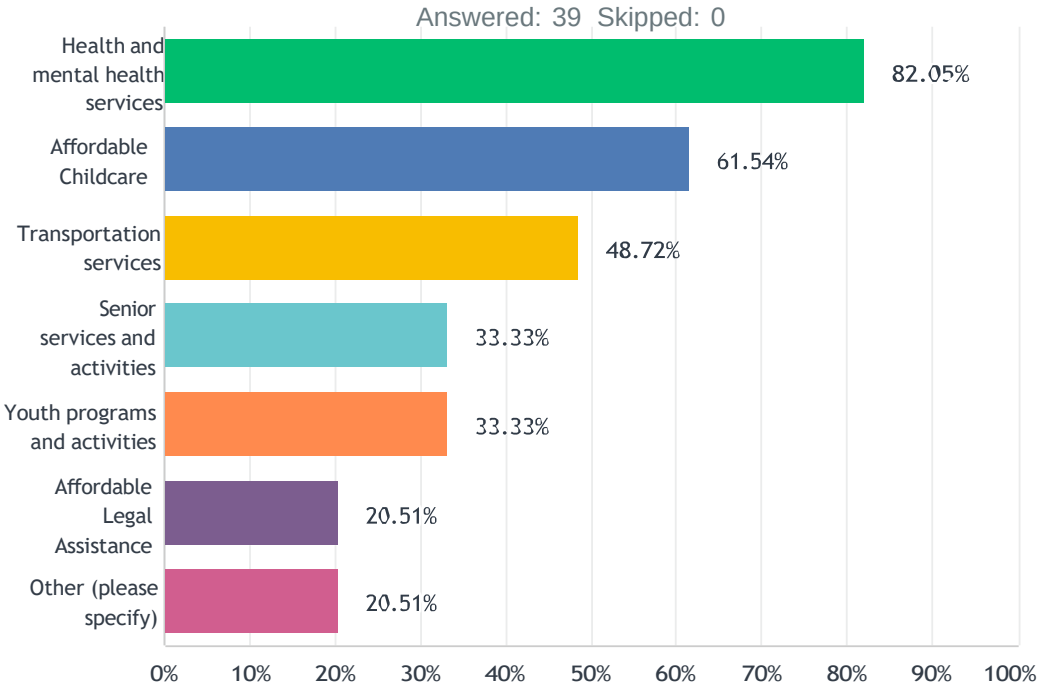
Answered: 39 Skipped: 0



ANSWER RANKINGS	RESPONSES	
1. More transitional housing (90-120 days)	53.85%	21
1. More permanent supportive housing (long-term rent assistance based on income and disability status)	53.85%	21
1. More or better mental health services	53.85%	21
2. Offer rental assistance to prevent evictions (1-6 months of rental assistance/arrears)	48.72%	19
3. More or better substance use treatment programs	35.90%	14
4. Support job training and employment services	28.21%	11
5. More emergency shelter (5–30-day stays)	17.95%	7
6. Other (please specify)	7.69%	3

#	OTHER (PLEASE SPECIFY)
1	A home for pregnant teens and their infants
2	Use a Section 108 Loan to build permanent housing south of the square
3	More available funding for people needing Substance Abuse Treatment

Q3, Public Services (also known as social services or human services): Please choose the top three services that would most help your community in Denton.

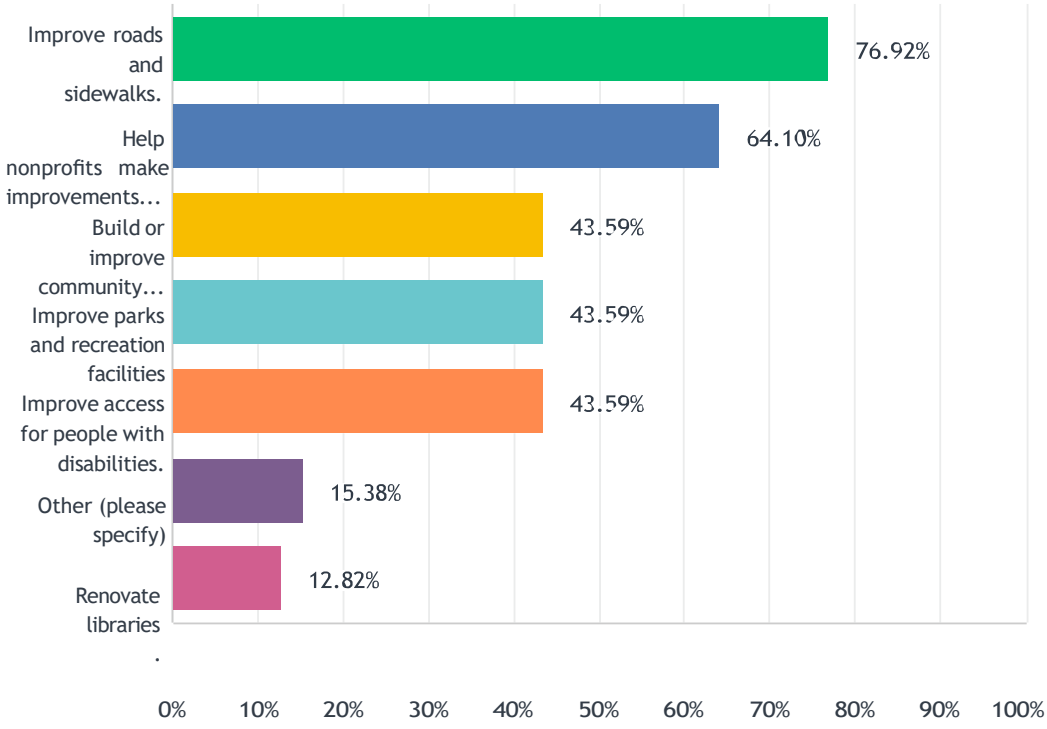


ANSWER RANKING	RESPONSES	
1. Health and mental health services	82.05%	32
2. Affordable Childcare	61.54%	24
3. Transportation services	48.72%	19
4. Senior services and activities	33.33%	13
5. Youth programs and activities	33.33%	13
6. Affordable Legal Assistance	20.51%	8
6. Other (please specify)	20.51%	8

#	OTHER (PLEASE SPECIFY)
1	Services for Abused children and their families in the CPS system
2	Support for families in crisis and abused or neglected children
3	More support for families in crisis and abused children
4	Job coaching, how to apply, how to dress, how to interview, etc.
5	Substance use aid
6	Free detox – funding for existing free detox programs
7	Focus needs to be on chemical dependency treatment and prevention
8	Low-cost medical care

Q4, Public Facilities, Public Improvements, and Infrastructure: Please choose the top three improvements or facilities that should be a priority for Denton.

Answered: 39 Skipped: 0

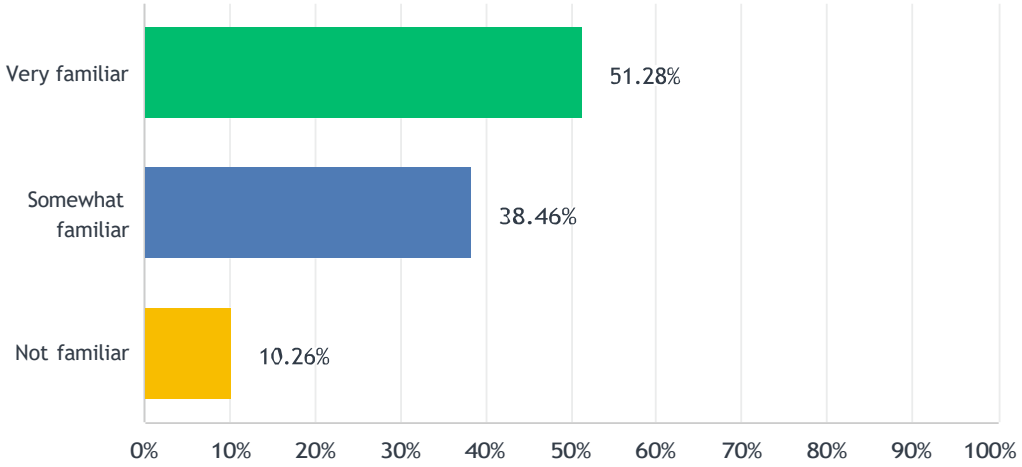


ANSWER CHOICES	RESPONSES	
Improve roads and sidewalks	76.92%	30
Help nonprofits make improvements to their facilities	64.10%	25
Build or improve community centers	43.59%	17
Improve parks and recreation facilities	43.59%	17
Improve access for people with disabilities	43.59%	17
Other (please specify)	15.38%	6
Renovate libraries.	12.82%	5

#	OTHER (PLEASE SPECIFY)
1	Install solar/wind collectors/batteries in all public buildings.
2	power lines in older neighborhood are vulnerable during storms
3	Denton needs to be cautious about spending money on other people's buildings
4	build protected bike lanes and sidewalks in older neighborhoods that qualify as LMI
5	Substance use recovery
6	Sobering center as a middleman between treatment and incarceration

Q5, How familiar are you with programs and services offered by nonprofit funded by the City of Denton to support affordable housing, public services, and community improvements?

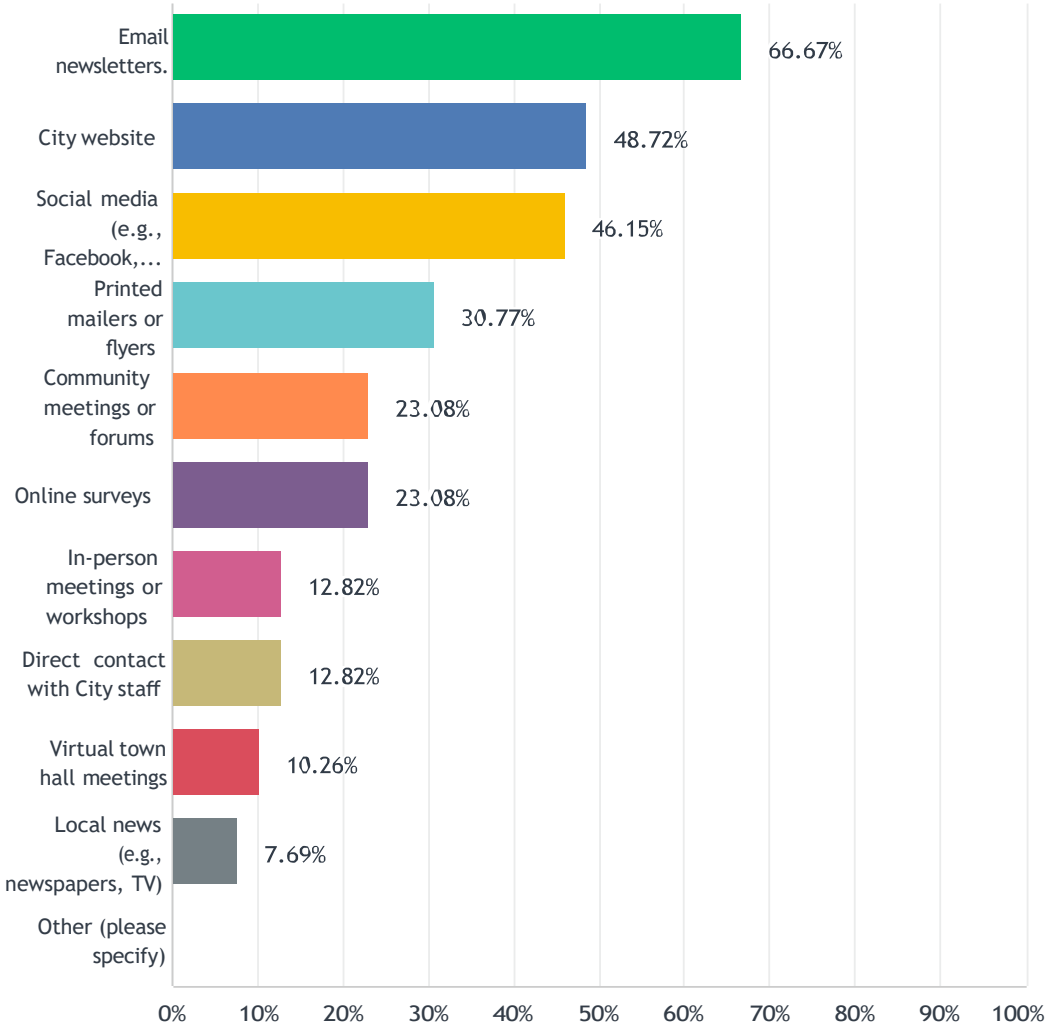
Answered: 39 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very familiar	51.28%	20
Somewhat familiar	38.46%	15
Not familiar	10.26%	4
TOTAL		39

Q6, What are your top three preferred ways to receive information and provide feedback about community programs and funding opportunities? (Select up to three)

Answered: 39 Skipped: 0



ANSWER CHOICES	RESPONSES	
Email newsletters	66.67%	26
City website	48.72%	19
Social media (e.g., Facebook, Twitter)	46.15%	18
Printed mailers or flyers	30.77%	12
Community meetings or forums	23.08%	9
Online surveys	23.08%	9
In-person meetings or workshops	12.82%	5
Direct contact with City staff	12.82%	5
Virtual town hall meetings	10.26%	4

Local news (e.g., newspapers, TV)	7.69%	3

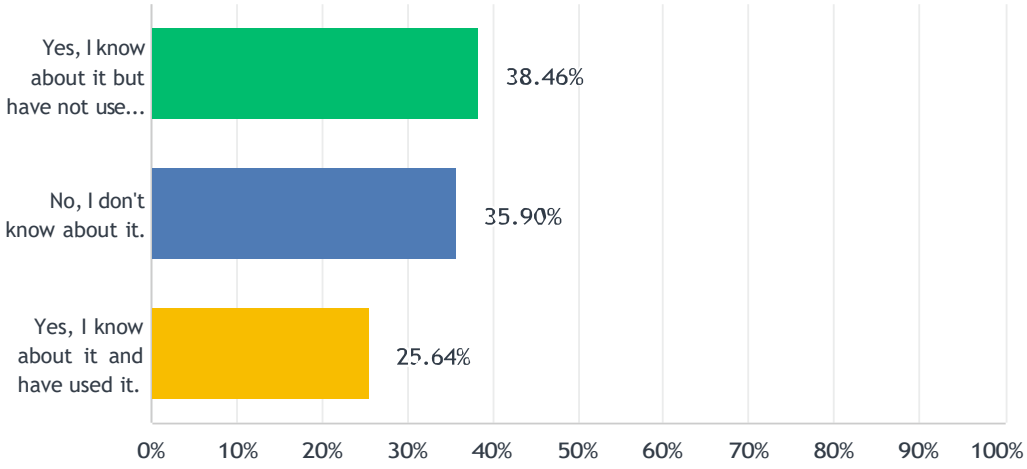
Q7, Do you have any suggestions on how the City of Denton could better engage with residents on community development activities?

Answered: 21 Skipped: 18

#	RESPONSES
1	Community outreach programs
2	broader forms of communication- many people in need do not have access to internet- emails, etc.
3	you do a great job
4	Have a "What's New" page on the website. Include updates that are easy to find, if you have attachments make sure they can be enlarged for easy viewing, have links to related updates as appropriate--don't make it so hard to find things on the website.
5	Online surveys such as this are helpful!
6	More localized informational meetings in neighborhood facilities such as churches, businesses etc. in addition to community wide online forums and public hearings in city venues.
7	N/A
8	flyers or bulletins
9	Be present, have a rep from the city at events
10	Hold more public events in the evenings or on weekends. Advertise extensively.
11	na
12	Include information about Denton activities with the utility bill or more mailers/flyers.
13	Advertise within "wind up joints". Where do your community members wind up in their day-to-day lives? Grocery stores, convenience stores, shopping areas, bus stops, etc.
14	Stop talking about homelessness all the time...it's much deeper than that. We have a homeless shelter. Good job. There needs to be a focus on WHY people get into trouble-substance abuse, legal, lack of ability to get a job, lack of ability to afford housing
15	Expand online engagement with dedicated tools like interactive project story maps, hold more community outreach events and meetings, use more Interactive engagement virtual tools and in-person workshops, more transparency and communication on specific projects, empower more community participation by offering opportunities to give back to their neighborhoods.
16	Meet with people where they live
17	Service days that support nonprofits and engage people across sectors of society (like college and high school students working alongside off duty police officers, corporate groups, elders in the community, etc.)
18	Open city council meetings where they actually listen to residents instead of the mayor!
19	Have more city-wide events with residents to make aware of development. Implement a monthly newsletter so all residents can be made aware of what’s going on.
20	I feel informed by the City of Denton through mailers. Perhaps more information on social media.
21	I think you are doing a great job!

Q8, Do you know about FindHelp Denton County (findhelp.dentoncounty.gov), a free website to find local help for things like housing, food, and healthcare?

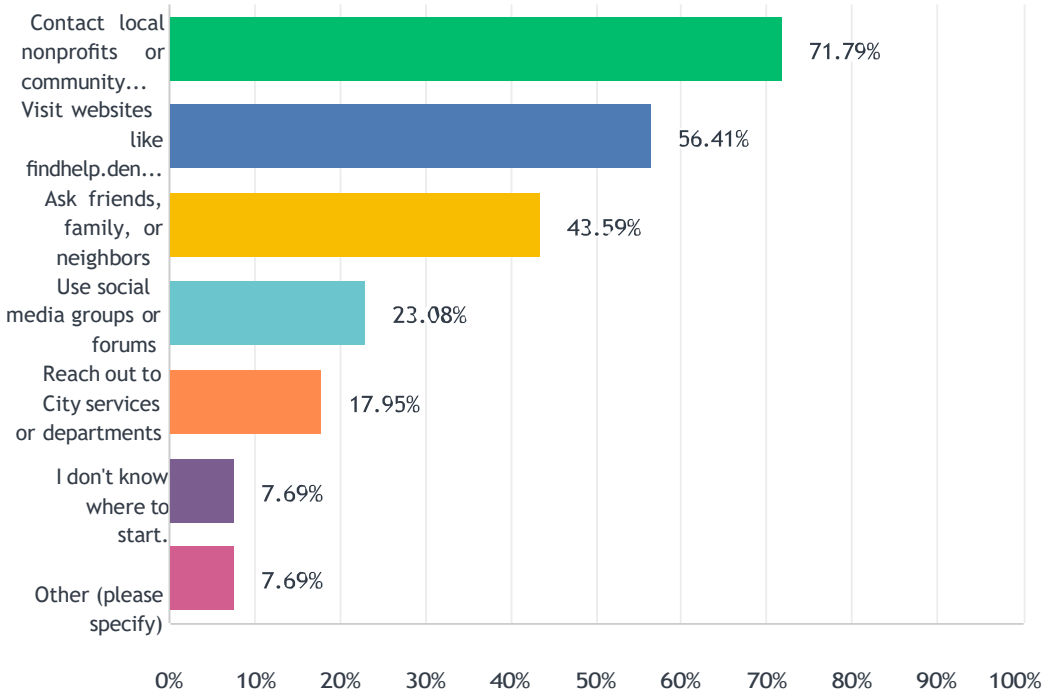
Answered: 39 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, I know about it but have not used it.	38.46%	15
No, I don't know about it.	35.90%	14
Yes, I know about it and have used it.	25.64%	10
TOTAL		39

Q9 If you or someone you know needs help with housing, food, healthcare, or other services, how do you usually get help (Select all that apply)

Answered: 39 Skipped: 0

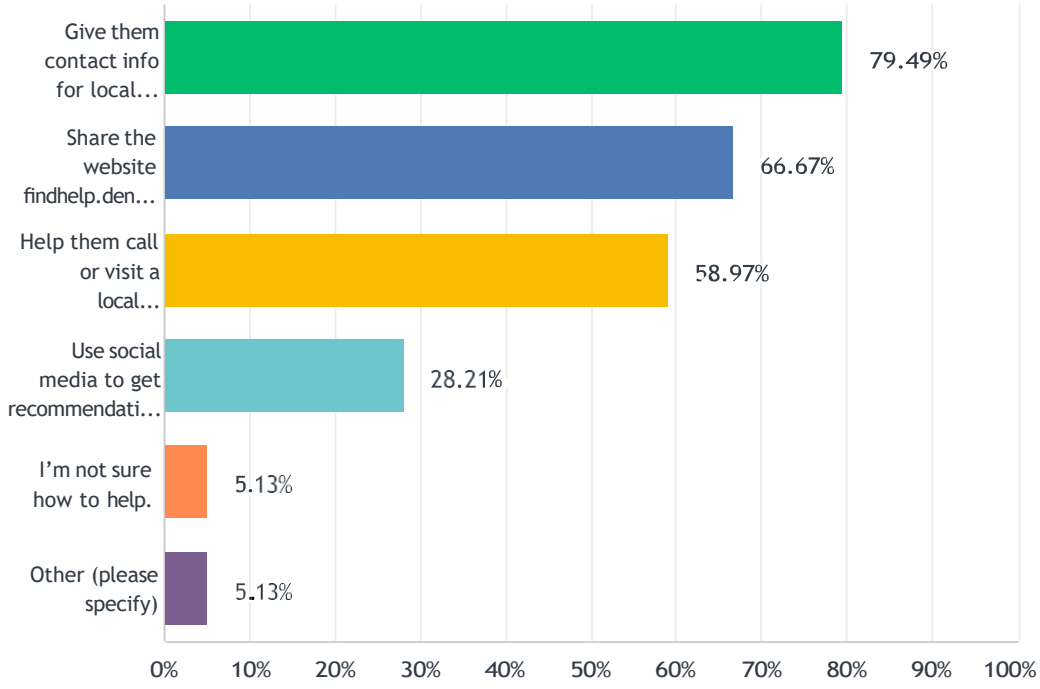


ANSWER CHOICES	RESPONSES	
Contact local nonprofits or community groups	71.79%	28
Visit websites like findhelp.dentoncounty.gov or 211.org	56.41%	22
Ask friends, family, or neighbors	43.59%	17
Use social media groups or forums	23.08%	9
Reach out to City services or departments	17.95%	7
I don't know where to start	7.69%	3
Other (please specify)	7.69%	3
Total Respondents: 39		

#	OTHER (PLEASE SPECIFY)	DATE
1	Go through my local church and Serve Denton	11/18/2024 8:47 AM
2	Google search	10/30/2024 11:34 PM
3	Serve Denton	10/30/2024 5:34 PM

Q10 How do you, or how would you, help someone find local services? (Select all that apply)

Answered: 39 Skipped: 0



ANSWER CHOICES	RESPONSES	
Give them contact info for local nonprofits or City departments	79.49%	31
Share the website findhelp.dentoncounty.gov with them	66.67%	26
Help them call or visit a local organization	58.97%	23
Use social media to get recommendations or share resources	28.21%	11
I'm not sure how to help	5.13%	2
Other (please specify)	5.13%	2
Total Respondents: 39		

#	OTHER (PLEASE SPECIFY)	DATE
1	Go through my local church or Serve Denton	11/18/2024 8:47 AM
2	Google	10/30/2024 6:23 PM

Q11 What can the City of Denton do to help residents find and get the help they need more easily? (For example, more advertising, simple websites, in-person events, etc.)

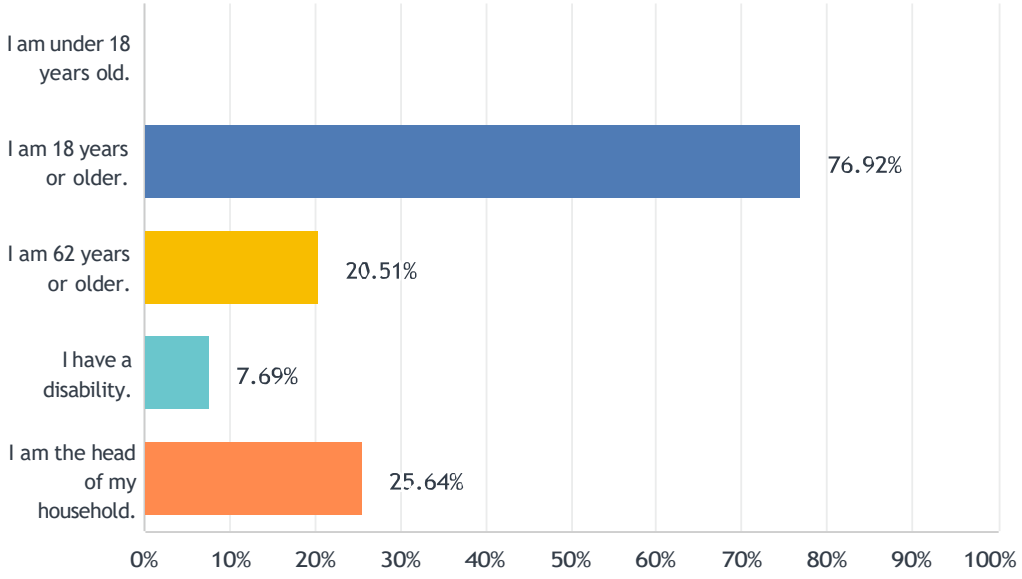
Answered: 28 Skipped: 11

#	RESPONSES	DATE
1	Give the community more information	11/29/2024 5:36 PM
2	Have a presence at local community markets/events on the Square	11/28/2024 8:50 AM
3	advertising in more places they will be seen- grocery stores, convenience stores, etc.	11/19/2024 2:53 PM
4	More advertising. I like the sign that went up on a corner about not supporting panhandling, and it has a QR code!	11/19/2024 10:00 AM
5	Uniform advertising for Serve Denton--one website, one central starting point.	11/18/2024 8:47 AM
6	More advertising of services and resources in highly visible areas of the community	11/15/2024 3:21 PM
7	If not already in place, delivery / distribution of informational materials in neighborhood facilities such as churches, nonprofits, businesses etc. in addition to city locations	11/11/2024 9:55 AM
8	more advertising and simple websites that are easy to navigate	11/6/2024 3:07 PM
9	Make sure that the information provided is updated regularly	11/1/2024 3:42 PM
10	simple websites	10/31/2024 2:11 PM
11	More advertising!	10/31/2024 11:40 AM
12	More advertising and public events.	10/31/2024 11:39 AM
13	Funding local nonprofits to help them expand their capacity to serve	10/31/2024 11:33 AM
14	advertising	10/31/2024 10:18 AM
15	More advertising and simple websites are a great way to share information.	10/31/2024 10:17 AM
16	emailing, in person events, social advertising	10/31/2024 10:13 AM
17	It is not a matter of finding the help, it is a matter of the City funding the help. There are NEVER enough funds for the non-profits to use for rental/utility assistance, dental and medical needs (especially for seniors)	10/31/2024 10:08 AM
18	We need more resources- housing, rental opportunities- CHILDCARE that's affordable.	10/31/2024 9:45 AM
19	Endorse your local nonprofits. Advertise on their behalf. Use your resources to draw people's attention to the services within your community. Make it simple, rather than convoluted. "For this c a l l them"	10/31/2024 9:36 AM
20	advertising	10/31/2024 9:32 AM
21	Better communication about existing resources.	10/31/2024 8:29 AM
22	Work with local nonprofits and churches to create or be a part of their events to reach people in need	10/31/2024 8:20 AM
23	Teach kids and parents via school events and required trainings. Kind of like how everyone knows the Heimlich maneuver or to call 911 in an emergency. They should know their local resources too.	10/30/2024 11:34 PM
24	Simple website	10/30/2024 7:23 PM
25	Websites, community events, mailers	10/30/2024 6:58 PM

26	More advertisements, have social billboards, easy access to referrals and links in your local stores/schools/restaurants.	10/30/2024 6:23 PM
27	More information given to local nonprofits to distribute to their clients and people that reach out. Who/where to call for rent assistance, electricity bill help, mental health service providers, etc. A one-page referral sheet of sorts.	10/30/2024 5:34 PM
28	More social media presence. Maybe monitor sites like the Denton Downtowners and Denton Free Stuff. Lots of folks ask for help on those sites.	10/30/2024 4:53 PM

Q12 Please tell us about yourself (Select all that apply)

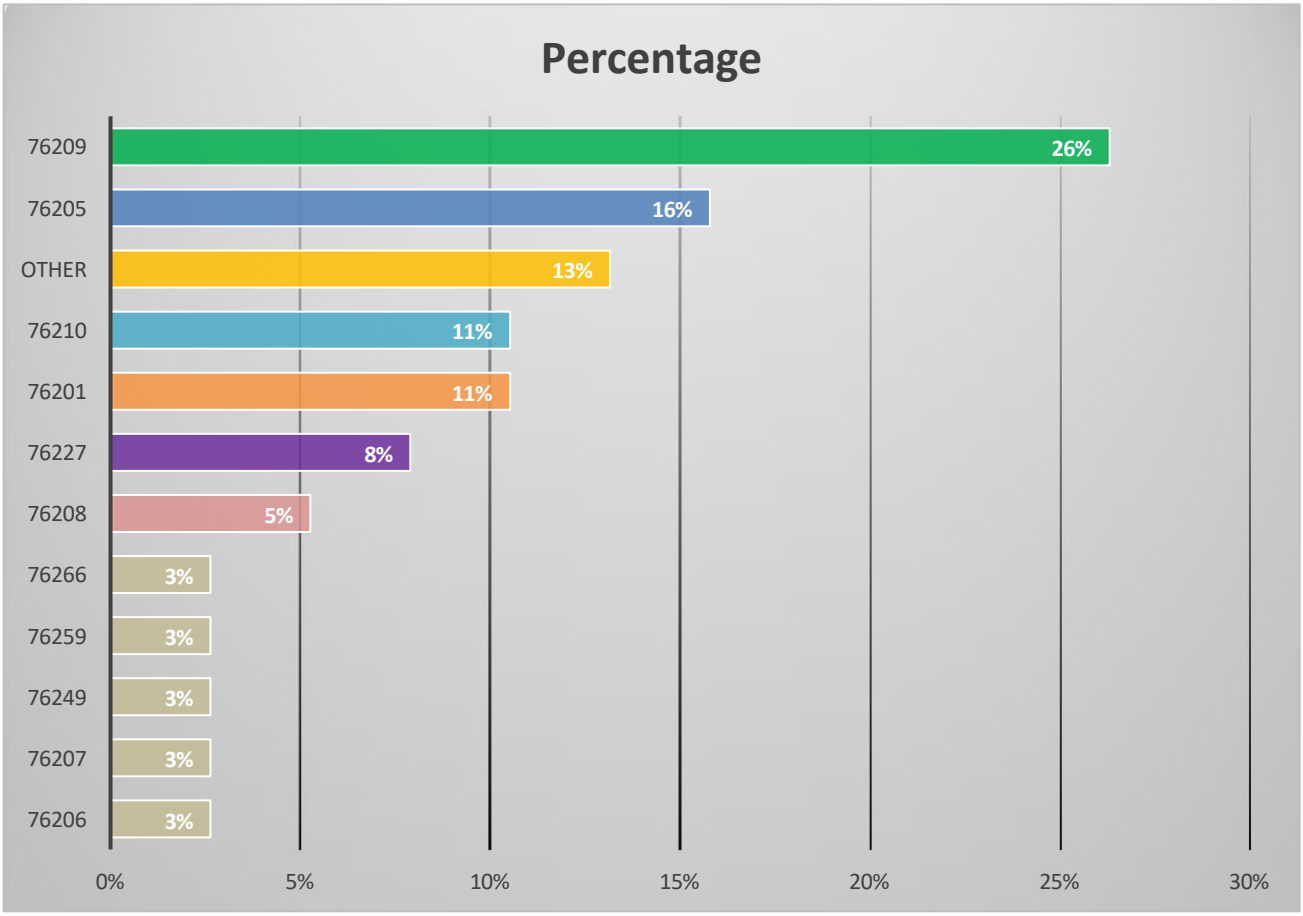
Answered: 39 Skipped: 0



ANSWER CHOICES	RESPONSES	
I am under 18 years old.	0.00%	0
I am 18 years or older.	76.92%	30
I am 62 years or older.	20.51%	8
I have a disability.	7.69%	3
I am the head of my household.	25.64%	10
Total Respondents: 39		

Q13 What is your ZIP code of residence?

Answered: 38 Skipped: 1



File #: ID 25-1355, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a third amendment to an engagement between the City of Denton and Lloyd Gosselink Rochelle & Townsend, P.C., amending the engagement approved by the City Attorney on March 28, 2024, in the not-to-exceed amount of $43,811.00; said third amendment to provide additional legal services for the City of Denton; providing for the expenditure of funds therefor; and providing an effective date (File 8554 - providing for an additional third amendment expenditure amount not-to-exceed $43,811.00, with the total contract amount not-to-exceed $243,811.00).

AGENDA INFORMATION SHEET

DEPARTMENT: **City Attorney's Office**

CM/ DCM/ ACM: **Mack Reinwand, City Attorney**

DATE: **July 22, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a third amendment to an engagement between the City of Denton and Lloyd Gosselink Rochelle & Townsend, P.C., amending the engagement approved by the City Attorney on March 28, 2024, in the not-to-exceed amount of $43,811.00; said third amendment to provide additional legal services for the City of Denton; providing for the expenditure of funds therefor; and providing an effective date (File 8554 – providing for an additional third amendment expenditure amount not-to-exceed $43,811.00, with the total contract amount not-to-exceed $243,811.00).

INFORMATION/BACKGROUND

Attorney General, Ken Paxton, sued the City of Denton, as well as Austin, San Marcos, Killeen, and Elgin, for adopting decriminalization ordinances and policies that violate Texas law concerning marijuana possession and distribution.

Following the Council's repeal of Proposition B, a citizen initiative that adopted Chapter 21, Article V, of the City of Denton Code of Ordinances titled "Marijuana" Enforcement, the City of Denton and the State of Texas filed a Joint Notice of Dismissal and Nonsuit with the District Court. On 6/27/25, the District Court signed an Order Confirming Dismissal and Nonsuit ending the State's lawsuit against the City and its officials.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

City Council has been briefed on this matter in numerous Legal Status Reports as well as several Closed Session meetings listed below:

April 16, 2024
June 4, 2024
July 16, 2024
January 14, 2025
May 6, 2025
May 20, 2025

RECOMMENDATION

Award Amendment No. 3 with Lloyd Gosselink Rochelle & Townsend, P.C., to provide additional legal services for the City of Denton, in a not-to-exceed amount of $43,811.00, for a total amended contract amount of $243,811.00.

FISCAL INFORMATION

These services will be funded from the Risk Retention Fund. Purchase Order #206812 will be revised to include the third amendment amount of $43,811.00 The total amended amount of this contract is $243,811.00.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

Respectfully submitted:

/s/ Devin Alexander
Deputy City Attorney

Legal Staff Contact:
Devin Alexander

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A THIRD AMENDMENT TO AN ENGAGEMENT BETWEEN THE CITY OF DENTON AND LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C., AMENDING THE ENGAGEMENT APPROVED BY THE CITY ATTORNEY ON MARCH 28, 2024, IN THE NOT-TO-EXCEED AMOUNT OF $43,811.00; SAID THIRD AMENDMENT TO PROVIDE ADDITIONAL LEGAL SERVICES FOR THE CITY OF DENTON; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8554 – PROVIDING FOR AN ADDITIONAL THIRD AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $43,811.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $243,811.00).

WHEREAS, on March 28, 2024, the City Attorney approved an engagement with Lloyd Gosselink Rochelle & Townsend, P.C. in the amount of $45,000.00, for legal services; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the additional fees under the proposed Third Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees 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 Third Amendment, increasing the amount of the contract between the City and Lloyd Gosselink Rochelle & Townsend, P.C., which is on file in the office of the Purchasing Agent, in the amount of Forty Three Thousand Eight Hundred Eleven Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment referenced herein. The total contract amount increases to $243,811.00.

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 _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 July, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Devin Q. Alexander
_____

File #: ID 25-1362, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City of Denton suspending the July 31, 2025 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the Steering Committee

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **July 22, 2025**

SUBJECT

To consider approval of a resolution of the City of Denton suspending the July 31, 2025 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the Steering Committee.

BACKGROUND

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about $7.90 per month.

The resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution
Exhibit 3 – Staff Report

Respectfully submitted:
Jessica Williams
Chief Financial Officer

Prepared by:
Joseph Haddad
Administrative Assistant

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF DENTON SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Denton a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City of Denton is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DENTON, TEXAS:

SECTION 1. The recitals set forth above are found to be true and correct legislative and factual determinations of the City of Denton and are hereby approved and incorporated into the body of this Resolution and made a part hereof for all purposes as if fully set forth herein.

SECTION 2. That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 3. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations

regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 4. The City's reasonable rate case expenses shall be reimbursed by Oncor.

SECTION 5. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

The motion to approve this resolution was made by [_____] and seconded by [_____].

The resolution was passed and approved by the following vote [__ – __ – __]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller Digitally signed by Susan Keller Date: 2025.07.18 15:12:10 -05'00'

STAFF REPORT

*****ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE ON OR BEFORE JULY 31, 2025*****

PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about $7.90 per month.

The resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

DISCUSSION

The City of Denton is a member of a 170-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as “the maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend the

deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by July 31, 2025.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City’s action by sending a copy of the approved and signed resolution to certain designated individuals.

File #: ID 25-1174, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City Council of the City of Denton for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District for a two-year term beginning on October 1, 2025, and ending on September 30, 2027; and providing an effective date.

AGENDA INFORMATION SHEET

DEPARTMENT: **Police Department/Public Safety Communications**

CM/DCM/ACM: **Sara Hensley**

DATE: **July 22, 2025**

SUBJECT

Consider approval of a resolution of the City Council of the City of Denton for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District for a two-year term beginning on October 1, 2025, and ending on September 30, 2027; and providing an effective date.

BACKGROUND

The Denco Area 9-1-1 District was created in 1987 and is governed by a board of managers appointed by the County, participating cities, and the Denton County Fire Chief's Association. Each year, the term of one of the two members appointed by participating municipalities expires. This year, the term of Sue Tejml expires on September 30, 2025. Ms. Tejml is not seeking reelection. Board member serve in two-year staggered terms and are eligible for reappointment.

On June 2, 2025 the City received notice (Exhibit 2) from Denco requesting that the City vote for one of the nominees on the slate of nominees and advise them of its selection, if any, prior to July 31, 2025. Two nominees for the position were submitted by area cities. The nominees are John Smith, Jr. and Steve Southwell. The resumes of the nominees are included in Exhibit 2. The nominee with the most votes will be the municipalities' representative to the District's Board of Managers for the two-year term beginning October 1, 2025.

OPTIONS

Elect Candidate John Smith, Jr., nominated by City of The Colony, Town of Hickory Creek, and Town of Shady Shores
Elect Candidate Steve Southwell, nominated by City of Lewisville

FISCAL INFORMATION

None

EXHIBITS

Exhibit 1 – Agenda Information Sheet – Denco Area 9-1-1 Board of Managers (2025)
Exhibit 2 – Denco Area 9-1-1 District Board of Manager Voting Packet (2025)
Exhibit 3 – Letter to Denco Municipalities (2025)
Exhibit 4 – Resolution – Denco Defining Procedure for Appointment (2025)
Exhibit 5 - Resolution – Denco Area 9-1-1 Board of Managers (2025)
Exhibit 6 – Presentation – Denco Area 9-1-1 Board of Managers (2025)

Respectfully submitted:
Jessica Robledo
Chief of Police

Prepared by:
Suzanne Kaletta
Assistant Director
Public Safety Communications

Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067
Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ DENCO.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Greg Ballentine, Executive Director

DATE: June 2, 2025

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On April 1, 2025, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2025. Denco received the following nominations by the May 30, 2025 deadline:

Nominee	City/Town Making Nomination
John Smith, Jr.	City of The Colony Town of Hickory Creek Town of Shady Shores
Steve Southwell	City of Lewisville
Sue Tejml	City of Oak Point Town of Copper Canyon

Sue Tejml has withdrawn from consideration due to mobility challenges and requests that her name be removed from the ballot.

The Denco Area 9-1-1 District requests that each municipality vote for either John Smith or Steve Southwell and advise the district of its selection by **5 p.m. on July 31, 2025**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. We have provided candidate resumes and a list of current Denco board members.

Please send a copy of your council's official action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco.org. We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

Contact

john.smith@hickorycreek-tx.gov

www.linkedin.com/in/jmsmithjr (LinkedIn)

Top Skills

Strategic Planning

Proven Leadership

Community Partnership Development

John M. Smith Jr

Town Manager | Executive Director of Economic Development Corporation

Hickory Creek, TX

Public Service Experience

Town of Hickory Creek

- Town Manager May 2015 - Present
- Executive Director of Economic Development Corporation
  May 2015 – Present
- Mayor 2006-2015
- Councilmember 2002-2006

Professional Experience

- Peterbilt Motors
- Home Interior and Gifts
- United Parcel Service

Certifications

- Certified Public Manager
- Code Enforcement Officer
- Stormwater Inspector

Community Involvement

- Lake Dallas Independent School District Educational Improvement Committee.
- North Central Texas Economic Development District Board.
- Boy Scouts of America – Eagle Scout

Education

Dallas Baptist University, Bachelor of Science

Steve Southwell



Principal Consultant | Civic Leader | U.S. Marine Corps Veteran

Contact: steve@lewisvilleparkalliance.org 214-280-6439 -

995 Downey Dr., Lewisville TX 75067

Stephen "Steve" Southwell is a Principal Consultant with Progress Software Corporation, where he brings over 25 years of experience specializing in secure, transactional online database systems. His career has focused on designing and maintaining systems that are highly reliable, scalable, and resilient — with particular emphasis on performance, maintainability, and, above all, security. He has supported critical IT infrastructure for clients across sectors such as telecommunications, healthcare, insurance, manufacturing, and financial services.

Steve began his career in 1996 as a software developer working with the Progress (now OpenEdge) platform and has grown into a trusted technical advisor, contributing to open-source projects and leading modernization initiatives. With more than two decades of continuous service through the evolution of firms like Turnaround Computing, BravePoint, and Thomson Reuters, Steve's expertise lies in building systems that organizations depend on when precision and uptime are non-negotiable.

A Lewisville resident since 1999, Steve has a long record of local public service. He has been appointed to numerous city boards, including the Arts Advisory Board, Oil and Gas Advisory Board (Chairman), Vision 2025 Committee, and three terms on the Charter Review Commission. He served on the Blue Ribbon Bond Committee, which received the 2024 Spirit of Lewisville Award for its work on major city investment initiatives.

His civic engagement also includes education and neighborhood advocacy. Steve served on several Lewisville ISD committees, including the Strategic Design Committee, and was a board member of the Central Park Area Neighbors Association, helping negotiate mineral rights for hundreds of households. From 2015 to 2018, he published the *Lewisville Texan Journal*, an award-winning newspaper focused on civic transparency and local accountability.

Steve holds a Bachelor of Business Administration from the University of North Texas and served in the U.S. Marine Corps Reserve from 1989 to 1995, attaining the rank of Sergeant as a tank mechanic. He is a graduate of the Lewisville Citizen Police and Citizen Fire Academies and currently serves as treasurer on the board of Lewisville Park Alliance, a nonprofit that supports the city's park system and provides educational and recreational access to local youth. He also volunteers with Keep Lewisville Beautiful, where his wife Jennifer is a board member.

A firm believer in servant leadership, Steve values transparent, accountable, and fiscally responsible government. He promotes a nonpartisan, cooperative approach to civic leadership, where differing viewpoints are welcomed and unified under shared goals.

Steve and his wife of 30 years, Jennifer, raised their two sons in Lewisville. In his free time, he enjoys amateur radio, motorcycles, and walking the city's trail system. He plays cornet in the Old Town Brass community band.

Denco Area 9-1-1 District Board of Managers
FY2025

Bill Lawrence, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2025
- Former Mayor of Highland Village
- Businessman, Highland Village

Sue Tejml, Vice Chair

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2025
- Former Mayor of Copper Canyon
- Attorney at Law, Copper Canyon

Jim Carter, Secretary

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2026
- Former President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Jason Cole

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2026
- Businessman, Denton

Chief Eric Schlotter

- Appointed by the Denton County Fire Chiefs Association
- Member since October 2024
- Term expires September 2025
- Fire Chief, City of Aubrey

All voting members serve two-year terms and are eligible for re-appointment.

995 Downey Dr.
Lewisville, TX 75067

June 2, 2025

To the Honorable Mayor and Members of Council
Via City Secretary
Denton County Municipalities

Greetings.

My name is Steve Southwell, and I am one of the nominees for Denco Area 9-1-1 District's Board of Managers. You should have recently received a voting packet from the district that included resumes for myself and the other candidate. I'm asking for your consideration.

I'll let my bio speak for itself, but I wanted to take a moment to address the position at hand, and my thoughts about it.

At the request of Lewisville Mayor TJ Gilmore, and Mayor Pro Tem Patrick Kelly, I placed my name for consideration, with the idea that possibly my experience in IT could be of some value in the oversight of an organization like Denco 9-1-1, which is heavily dependent on technology.

I do not have any political ambitions, nor alignments with any partisan aims with regards to this vital public safety service.

I don't approach this with any particular agenda for change or direction, but would instead prefer to work as a representative for the municipalities that make up the district. From what I've seen so far, it would appear the district has a fine professional staff that is doing a good job at ensuring 9-1-1 service.

Having spent some time running a community newspaper down here in Lewisville, I've attended many budget workshops at the city and school district level over the years. I see budgeting as probably the most important part of oversight. The majority of the district's revenue comes from service fees on both cell phones and landline phone service. These could be subject to disruption by inflation or changes in consumer preference or state and federal law, so fiscal conservatism is a good course.

Should you have any questions for me, you can reach out by email or phone. Regardless of who you vote for, I appreciate your time, and I believe that Denco Area 9-1-1 will be in good hands either way.

Sincerely,

Steve Southwell
steve@lewisvilleparkalliance.org
214-280-6439

DENCO AREA 9-1-1 DISTRICT

RESOLUTION

DEFINING PROCEDURE FOR APPOINTMENT OF PARTICIPATING MUNICIPALITIES' REPRESENTATIVE TO THE DISTRICT BOARD OF MANAGERS

WHEREAS, this resolution shall take the place of Resolution 1999.02.04.R01 by the same title; and

WHEREAS, Chapter 772, Texas Health and Safety Code provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district."; and

WHEREAS, each member serves a term of two years beginning on October 1st of the year member is appointed; and

WHEREAS, one member representing participating municipalities is appointed each year.

NOW, THEREFORE BE IT RESOLVED BY THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS:

The procedure for participating municipalities to appoint a representative to the Denco Area 9-1-1 District Board of Managers shall be the following:

1. **Nominate Candidate:** Prior to April 1st of each year, the executive director shall send a written notice to the mayor of each participating municipality advising that nominations are being accepted until May 31st of that same year, for one of the municipal representatives to the Denco Area 9-1-1 District Board of Managers. The notice shall advise the mayors that for a nomination to be considered, written notification of council action must be received at the Denco office prior to 5:00 p.m. on May 31st of that year. No nominations shall be considered after that time.

2. **Vote for Candidate:** On June 1st of each year, the executive director shall send written notice to the mayor of each participating municipality, providing the slate of nominees to be considered for appointment to the Denco Area 9-1-1 District Board of Managers for the term beginning October 1st. The notice shall advise the mayor that the city/town council shall vote, by resolution from such city/town, for one of the nominees. Written notice of the council's selection must be received at the district office by 5:00 p.m. on July 31st. No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee.

3. **Tally Votes:** The one nominee with the most votes received by the deadline will be the municipal representative appointed for the two-year term beginning October 1st.

4. **Tie Breaker:** If there is a tie between two candidates with the most votes, a runoff election will be held immediately with the candidate receiving the most votes serving the remainder of the term. The incumbent representative shall serve in that position until replaced.

APPROVED and ADOPTED on this 30th day of January 2020.

Chairman of the Board

Secretary of the Board

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENTON FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT FOR A TWO-YEAR TERM BEGINNING ON OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2027; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 772 of the Texas Health and Safety Code provides that two voting members of the Board of Managers of an Emergency Communication District shall be appointed jointly by participating municipalities located in whole or in part of the District; and

WHEREAS, it is the intent of the City of Denton, Texas to vote for a nominee to the Board of Managers for the Denco Area 9-1-1 District for a two-year term beginning on October 1, 2025, and ending on September 30, 2027;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The City of Denton, Texas hereby votes for _____ as a member to the Board of Managers for the Denco Area 9-1-1 District to serve a two-year term beginning on October 1, 2025, and ending on September 30, 2027.

SECTION 2: If any one or more sections or clauses of this Resolution is judged to be unconstitutional or invalid, such judgement shall not affect, impair, or invalidate the remaining provisions of this Resolution and the remaining provisions of this Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 3: That this Resolution 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**
Gerard Hudspeth, Mayor	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Denco Area 9-1-1 Board Nomination

Suzanne Kaletta

Assistant Director - Public Safety Communications

Police Department

CITY OF DENTON

Background

- The Denco Area 9-1-1 District was created in 1987
- Governed by Board of Managers, appointed by the County, participating cities, and the Denton Fire Chief's Association
- Each year the term of one of the two members appointed by municipalities expires
- The term of Board Member, Sue Temjl expires on September 30, 2025
- Ms. Temjl is not seeking reelection

Objective

- On June 2, 2025, the City received a request from Denco for a City vote on the slated nominees
- Notify Denco of the Council's selection by July 31, 2025
- Nominees:
  - John Smith, Jr.
  - Steve Southwell

Questions?

Suzanne Kaletta

Assistant Director – Public Safety Communications

Police Department

File #: ID 25-1197, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Genuine Parts Company dba NAPA Integrated Business Solutions through the Sourcewell Cooperative Purchasing Network Contract No. 090624-GPC, for the purchase of products and services for the on-site parts facility for the Fleet Services Department; authorizing the expenditure of funds therefor; and providing an effective date (File 8806 - awarded to Genuine Parts Company dba NAPA Integrated Business Solutions, 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 $35,112,000.00).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 22, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Genuine Parts Company dba NAPA Integrated Business Solutions through the Sourcewell Cooperative Purchasing Network Contract No. 090624-GPC, for the purchase of products and services for the on-site parts facility for the Fleet Services Department; authorizing the expenditure of funds therefor; and providing an effective date (File 8806 – awarded to Genuine Parts Company dba NAPA Integrated Business Solutions, 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 $35,112,000.00).

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 to secure the products and services provided by the on-site parts provider located within the Fleet Services facility. This contract will ensure the availability of high-quality parts necessary for the maintenance and repair of over 1,600 vehicles and pieces of equipment used by various City departments. The on-site parts supply model is essential to the efficiency of Fleet Services, eliminating delays associated with ordering and receiving critical components. Maintaining an inventory of commonly used parts within the facility allows technicians to access necessary components immediately, reducing vehicle downtime and ensuring that City operations, including public safety, utilities, and transportation services, continue without disruption. Additionally, this contract will help streamline parts procurement and inventory management, allowing Fleet Services to maintain optimal stock levels without unnecessary expenditures.

Utilizing an on-site parts provider offers several advantages, including cost savings, improved service efficiency, and reduced administrative burdens. By maintaining a just-in-time inventory, the City can minimize the financial impact of carrying a large parts stock while ensuring that essential components remain readily available. The on-site provider also manages parts warranties and returns, providing immediate credit for defective or unused parts and eliminating the need for Fleet Services to coordinate returns with multiple vendors. Furthermore, the provider facilitates the proper disposal of used fluids, tires, and other waste materials, ensuring compliance with environmental regulations and reducing the City's liability. Certified parts professionals are also available on-site to assist technicians in selecting the correct parts for each repair, reducing errors, and improving overall operational efficiency.

The contract value is determined based on historical spending levels for fleet maintenance, repair, and replacement parts while incorporating estimates for future expenditures to accommodate fleet growth and service demand. By securing this contract, the City of Denton ensures long-term cost stability and reliable parts availability, ultimately enhancing the efficiency of Fleet Services operations. This agreement represents a strategic investment in the City's ability to maintain a well-functioning vehicle and equipment fleet, supporting essential public services and ensuring critical operations remain uninterrupted. The partnership with an on-site parts provider reinforces the City's commitment to operational excellence, fiscal responsibility, and continuous improvement in fleet management.

Estimated Contract Expenses

Category	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
Parts	$5,240,000	$5,400,000	$5,560,000	$5,720,000	$5,900,000	$27,820,000
Operating Cost	1,060,000	1,090,000	1,120,000	1,160,000	1,190,000	5,620,000
Sub Total	**$6,300,000**	**$6,490,000**	**$6,680,000**	**$6,880,000**	**$7,090,000**	**$33,440,000**
Contingency 5%	315,000	324,500	334,000	344,000	354,500	1,672,000
Total	**$6,615,000**	**$6,814,500**	**$7,014,000**	**$7,224,000**	**$7,444,500**	**$35,112,000**

Pricing obtained through the Sourcewell 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 January 28, 2020, City Council approved the interlocal agreement with Sourcewell (Ordinance 20-197).

RECOMMENDATION

Award a contract with Genuine Parts Company, dba NAPA Integrated Business Solutions for the purchase of products and services for the on-site parts facility 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 $35,112,000.

PRINCIPAL PLACE OF BUSINESS

Genuine Parts Company, dba NAPA Integrated Business Solutions
Coppell, 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 Sourcewell contract expires on December 3, 2028.

FISCAL INFORMATION

These products and services will be funded through Capital Fund accounts. 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: Presentation
Exhibit 3: 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: Marcella Lunn at 940-349-8333.

Purchase of Products and Services for the On-Site Parts Facility Genuine Parts Company, dba NAPA Integrated Business Solutions Fleet Services - 8806

Tom Gramer

Director of Facilities & Fleet

7/22/2025

File ID 25-1197



TIPS Cooperative
Refuse Truck, Emergency Vehicle Repair, and Equipment Services

- The City of Denton Fleet Services Department repairs and maintains over 1,300 various types of Vehicles, Construction Equipment, and Emergency Apparatus utilized by several departments that supports City's services.
- On-site parts supply aids in timely repairs, reduced inventory costs, faster credit for warranties and returns, disposal of used fluids/materials/tires, and on-site certified parts professionals.
- The proposed contract allows for the purchase of products and services for the on-site parts facility housed at Fleet Services.
- 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 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
Parts	$ 5,240,000	$ 5,400,000	$ 5,560,000	$ 5,720,000	$ 5,900,000	$ 27,820,000
Operating Costs	$ 1,060,000	$ 1,090,000	$ 1,120,000	$ 1,160,000	$ 1,190,000	$ 5,620,000
Sub Total	**$ 6,300,000**	**$ 6,490,000**	**$ 6,680,000**	**$ 6,880,000**	**$ 7,090,000**	**$ 33,440,000**
Contingency 5%	$ 315,000	$ 324,500	$ 334,000	$ 344,000	$ 354,500	$ 1,672,000
Total	**$ 6,615,000**	**$ 6,814,500**	**$ 7,014,000**	**$ 7,224,000**	**$ 7,444,500**	**$ 35,112,000**

Contract Estimate by Fund

Fund	Parts	Operating Costs
General Fund	39%	39%
Utilities	55%	55%
Internal Service Funds	6%	6%

The charts highlight the contract's estimated cost breakdown by fiscal year 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 extensions, in the total five-year not-to-exceed amount, with Genuine Parts Company, dba NAPA Integrated Business Solutions, of $35,112,000.

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 GENUINE PARTS COMPANY DBA NAPA INTEGRATED BUSINESS SOLUTIONS THROUGH THE SOURCEWELL COOPERATIVE PURCHASING NETWORK CONTRACT NO. 090624-GPC, FOR THE PURCHASE OF PRODUCTS AND SERVICES FOR THE ON-SITE PARTS FACILITY FOR THE FLEET SERVICES DEPARTMENT; AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8806 – AWARDED TO GENUINE PARTS COMPANY DBA NAPA INTEGRATED BUSINESS SOLUTIONS, 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 $35,112,000.00).

WHEREAS, pursuant to Ordinance 20-197, Sourcewell 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 on behalf of the City of Denton; 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 Sourcewell program 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
8806	Genuine Parts Company dba NAPA Integrated Business Solutions	$35,112,000.00

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 Sourcewell 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 Sourcewell 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 Sourcewell, 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 Sourcewell, 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 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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

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Docusign City Council Transmittal Coversheet

COOP	8806
File Name	NAPA
Purchasing Contact	Kayla Clark
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND GENUINE PARTS COMPANY dba NAPA INTEGRATED BUSINESS SOLUTIONS
(File # 8806)

THIS CONTRACT is made and entered into this date _____, by and between GENUINE PARTS COMPANY dba NAPA INTEGRATED BUSINESS SOLUTIONS a Georgia Corporation, whose address is 2999 CIRCLE 75 PARKWAY ATLANTA, GA 30339, hereinafter referred to as "Supplier," 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 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

Supplier shall provide products in accordance with the Supplier's participating addendum, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**. 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) PARTICIPATING ADDENDUM **(Exhibit "B"**);
(c) Sourcewell Pricing for NAPA IBS Contract #090624-GPC**(Exhibit "C");**
(d) Sample Expense Statement **(Exhibit "D");**
(e) Sourcewell Contract #090624 with GENUINE PARTS COMPANY dba NAPA INTEGRATED BUSINESS SOLUTIONS, **(Exhibit "E");on file at the office of the Purchasing Agent**
(f) City of Denton Standard Terms and Conditions **(Exhibit "F");**
(g) Certificate of Interested Parties Electronic Filing **(Exhibit "G");**
(h) Insurance Requirements **(Exhibit "H");**
(i) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "I")**

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

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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.

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.

SUPPLIER

BY: Signed by: Art Fischer CCA7C6D0DBDF41A...
AUTHORIZED SIGNATURE

Printed Name: Art Fischer

Title: Division Vice President

813-955-7554
PHONE NUMBER

art_fischer@genpt.com
EMAIL ADDRESS

art_fischer@genpt.com
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY, CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by: Marcella Lunn 4B070831B4AA438...

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

DocuSigned by: F704E88617504DC...
SIGNATURE

Thomas Gramer
PRINTED NAME

Director
TITLE

Fleet
DEPARTMENT

File 8806

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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. 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 **$35,112,000**. Pricing shall be per Exhibit C attached.

3. The Quantities

The quantities indicated on Exhibit C (in this contract) are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

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Exhibit B
PARTICIPATING ADDENDUM

This **PARTICIPATING ADDENDUM** (this "Participating Addendum") is entered into by **GENUINE PARTS COMPANY**, a Georgia corporation d/b/a NAPA ("Supplier") and **City of Denton** (the "Participating Entity") as of _____, 2025 (the "Effective Date").

WHEREAS, PURSUANT TO A COMPETITIVE SOLICITATION AND COOPERATIVE PROCUREMENT PROCESS OFFERED BY SOURCEWELL (HEREINAFTER, "SOURCEWELL"), A MINNESOTA SERVICE COOPERATIVE CREATED BY MINNESOTA STATUTES SECTION 123A.21, SOURCEWELL AND SUPPLIER EXECUTED CONTRACT #090624-GPC ON DECEMBER 26, 2024 (HEREINAFTER, "SOURCEWELL CONTRACT") TO ESTABLISH A SOURCE OF SUPPLY FOR CERTAIN AUTO, TRUCK AND BUS PARTS AS WELL AS TO PROVIDE INTEGRATED BUSINESS SOLUTIONS SERVICES; AND

WHEREAS, PARTICIPATING ENTITY DESIRES TO UTILIZE THE PRICING AND INCENTIVES AVAILABLE UNDER THE SOURCEWELL CONTRACT ON THE TERMS AND CONDITIONS SET FORTH HEREIN IN ORDER TO RECEIVE INTEGRATED BUSINESS SOLUTIONS SERVICES FROM SUPPLIER.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Scope**. Supplier shall provide to the Participating Entity the products and services described in the Sourcewell Contract, which is incorporated by reference. Supplier and Participating Entity agree that the terms set forth in the Sourcewell Contract shall apply, and the parties specifically agree to be bound by such terms.

   Notwithstanding the foregoing, the parties agree that any administrative fees described in the Sourcewell Contract are payable only to Sourcewell.

2. **Term of Agreement**. This Participating Addendum shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Sourcewell Contract is renewed or extended, this Participating Addendum may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the parties. Notwithstanding the foregoing, should the parties desire to extend this Participating Addendum past the termination or expiration date of the Sourcewell Contract, the parties may do so by entering into a mutually agreed upon written amendment to this Participating Addendum. Further, as Sourcewell awards new successive agreements to Supplier following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Participating Addendum.

3. **On Site Location**. In connection with such the services described in the Sourcewell Contract, Supplier shall operate the space provided by the Participating Entity for the storage and provision of inventory (such space, the "On Site Store(s)") and provide inventory to Participating Entity's locations and provide all personnel required to operate the On Site Store(s). Supplier will establish On Site Store(s) at the Participating Entity's following location(s):

   1527 S. Mayhill Road Denton, TX 76208
   804 Texas St Denton, TX 76209

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Additional locations of the Participating Entity may be added to this Participating Addendum but only by a written amendment executed and agreed to by both the Participating Entity and Supplier.

4. Payment Terms and Pricing.

(a) Supplier shall invoice the Participating Entity for all inventory purchased pursuant to this Participating Addendum on a monthly basis according to the pricing plan described below. Participating Entity agrees to pay the entire amount of all statements received from Supplier within 30 days of receipt of invoice. If the Participating Entity has not paid the entire amount of all statements received from Supplier within 10 days of the 25th day of the month following receipt of such invoice, the Participating Entity shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Participating Addendum.

(b) Participating Entity elects to utilize Pricing Option **2** under Exhibit A attached hereto. A sample statement reflecting Supplier's operational costs is attached hereto as Exhibit B, but Participating Entity acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s).

5. Additional Terms.

(a) Primary Supplier. Participating Entity agrees that, unless otherwise set forth in mutually agreed transaction documents, the Participating Entity shall use Supplier as its "Primary Supplier" of the inventory, parts, and equipment covered by this. Participating Entities may purchase items outside of the Participating Addendum where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in Supplier no longer being the Participating Entity's Primary Supplier. "Primary Supplier" means the supplier that provides a minimum of 80% of the inventory needs of the Participating Entity.

(b) Provision of On Site Store. Participating Entity shall provide usable space for Supplier's On Site Store and inventory, which shall include access to restroom facilities, all utilities for the On Site Store(s) (including water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s)) and a safe work environment to Supplier that is free from hostility, violence, or discrimination of Supplier's employees or agents. Supplier may terminate this Participating Addendum immediately should Supplier encounter a hostile, violent, discriminatory, or unsafe work environment. Participating Entity shall maintain in good condition and repair (so as to prevent any damage or injury to Supplier's employees, the inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(c) Exclusive Access to Parts Room; Risk of Loss. Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of the Participating Entity, and there shall be no intermingling of the Participating Entity's parts or other inventory with Supplier's parts or inventory. Access to the secured portions of the On Site Store location(s) shall be restricted to Supplier employees and authorized Supplier representatives only. Participating Entity's employees, contractors or agents shall not be permitted to enter the secured On Site Store area unless accompanied by a Supplier employee or other authorized Supplier representative unless otherwise agreed upon in writing. Participating Entity shall bear any and all risk of loss or damage from any cause to the inventory and other personal property located in the On Site Store(s), except for loss or damage arising out of the acts, errors or omissions of Supplier. Supplier shall invoice the Participating Entity for any such loss of or damage to the inventory and/or other personal property located in the On Site Store(s), and the

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Participating Entity shall pay such invoiced amount to Supplier in accordance with the payment terms set forth herein.

(d) Personnel. Supplier shall provide all personnel necessary to provide the Solutions. With respect to such personnel, Supplier agrees to discuss with and/or discipline an employee for violations of law or policy. In the case that Participating Entity is concerned about the detrimental effects of an employee's actions, Supplier will work in good faith with the Participating Entity to resolve the problem.

(e) Fleet Changes. Participating Entity shall provide information regarding fleet changes to Supplier as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. Termination.

(a) Either Supplier or Participating Entity may terminate this Participating Addendum (i) in the event that the other party fails or refuses to pay any amounts due under such agreement; (ii) in the event that the other party fails or refuses to perform any other obligation required under such agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or (iii) in the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

(b) In addition to the rights set forth in Section 6(a) above, Participating Entity may terminate this Participating Addendum for its convenience on thirty (30) days' written notice. Likewise, Supplier may terminate this Participating Addendum for its convenience on sixty (60) days' written notice.

(c) Supplier may terminate the Participating Addendum between Supplier and a Participating Entity or any other agreement executed by Supplier and a Participating Entity immediately in the event that the Participating Entity's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the Participating Entity's premises unusable for the On Site Store(s) in the reasonable judgment of Supplier.

(d) Upon termination, expiration, or non-renewal of this Participating Addendum, Supplier shall have the option to require the Participating Entity to purchase all non-NAPA branded inventory owned by Supplier and located in the On Site Store(s) at Supplier's On Site Store's current product acquisition cost, and the Participating Entity shall have the option to purchase all NAPA branded inventory, owned by Supplier and located in the On Site Store(s) at Current NAPA Jobber Acquisition Cost. Upon Participating Entity's request, Supplier shall provide the Participating Entity with a listing of all NAPA and non-NAPA branded inventory owned by Supplier and located in the On Site Store(s).

(e) Upon any termination, expiration or non-renewal of the Participating Addendum between Supplier and a Participating Entity or any other agreement executed by Supplier and a Participating Entity, all duties, responsibilities and other obligations of each party shall terminate, except for the payment of any amounts due and owing to Supplier at the time of termination, expiration, or non-renewal. Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property or information owned by the other party that are in such party's possession. The Participating Entity shall allow Supplier to access and enter into the On Site Store location(s) to remove all equipment and other items of personal property owned by Supplier without being deemed guilty of trespass or any other violation of the law.

7. Notices. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to Supplier:
Genuine Parts Company
2999 Wildwood Parkway
Atlanta, GA 30339

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Attn: Corporate Counsel

As to Participating Entity:
City of Denton
Purchasing Manager – 8806
901B Texas Street
Denton, Texas 76209

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand or overnight courier service or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 5.

8. Miscellaneous.

(a) The provisions of this Participating Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Participating Addendum may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

(b) No amendment to this Participating Addendum shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Participating Addendum is executed.

(c) No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Notwithstanding the same, only waivers made in writing shall be valid and enforceable.

(d) All obligations of a party under this Participating Addendum are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

(e) WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS PARTICIPATING ADDENDUM, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

(f) The parties hereto are independent contractors. Nothing in this Participating Addendum shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

(g) This Participating Addendum shall be construed and interpreted under the laws of the State of Texas.

(h) This Participating Addendum 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.

(i) In the event any part of this Participating Addendum shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Participating Addendum, and the remaining terms shall continue in full force and effect.

(j) In the event of a conflict between the Sourcewell Contract and this Participating Addendum, this Participating Addendum shall control.

(k) Whenever performance by Participating Entity or Supplier of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies, pandemics, or by any other cause not within the reasonable control of such party and not occasioned by its

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negligence, then such performance shall be excused and the performance of such obligations shall be suspended for the duration of such prevention and for a reasonable time thereafter; provided that the foregoing shall not apply to obligations relating to the payment of money. In the event of a Force Majeure, NAPA shall notify he Participating Entity without undue delay (to be confirmed in writing within five (5) calendar days of knowledge of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

(l) This Participating Addendum and the Sourcewell Contract constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect; however, the rights and remedies set out in this Participating Addendum are cumulative and in addition to (and not in lieu of) any similar rights or remedies available to parties in other contracts, agreements, or through law or equity.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

GENUINE PARTS COMPANY

By: _____
Name: _____
Title: _____

CITY OF DENTON, TEXAS

By: _____
Name: _____
Title: _____

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EXHIBIT C
Pricing Options

Sourcewell Pricing for NAPA IBS Contract #090624-GPC

Sourcewell members that elect to use the Sourcewell NAPA IBS #090624-GPC Contract have four options for pricing models based on our on-site vendor managed inventory model.

1. Sourcewell Member Pricing Option 1: No Markup Goods Pricing/Management Fee

- Goods are sold to Participating Entity at no markup over NAPA's acquisition cost
- Operating expenses are billed to Participating Entity
- Separate management fee charged to attain a 10% return for NAPA on the sale price of goods

2. Sourcewell Member Pricing Option 2: Not-to-Exceed 10% Margin Model

- Goods are sold to Participating Entity at a 10% gross margin over NAPA's acquisition cost
- Operating expenses are billed to Participating Entity
- NAPA's return is built into the price of the part so no separate management fee is billed

3. Sourcewell Member Pricing Option 3: Not-to-Exceed Pricing Profile 9074 / 25% Margin Model

- NAPA branded goods are sold to Participating Entity on NAPA Pricing Profile 9074 (details available upon request)
- Non-NAPA sourced goods are sold to Participating Entity at a 25% gross margin over NAPA's acquisition cost
- All Operating Expenses are paid by NAPA and not billed to Participating Entity
- All cost and return are included in the price of the part, so Participating Entity only receives one consolidated statement

4. Sourcewell Member Pricing Option 4: Not-to-Exceed 11% Markup Model

- Similar to pricing option 2a, but goods are sold to Participating Entity at an 11% markup over NAPA's acquisition cost (as opposed to gross margin)
- Operating expenses are billed to Participating Entity
- NAPA's return is built into the price of the part so no separate management fee is billed

City of Denton is choosing Option 2.

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PRICING OPTION # 2 (Not-to-Exceed 10% Margin Model). NAPA shall bill Participating Entity for the following categories: (a) Products, (b) Third Party Services, and (c) Operational Expenses (as defined below). These categories and the pricing for such categories are further defined as follows and in the Pricing Plan Summary below:

(a) ***Product Price.*** The pricing of NAPA Products shall be Current NAPA Jobber Acquisition Cost, which means NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list, plus a ten percent (10%) gross profit, which shall be calculated pursuant to the formula set forth in the Pricing Plan Summary set forth below. The pricing of Non-NAPA Products shall be NAPA's current product acquisition cost plus a ten percent (10%) gross profit, which shall be calculated pursuant to the formula set forth in the Pricing Plan Summary set forth below.

(b) ***Third Party Services Price.*** Third Party Services are those services not traditionally performed by NAPA but requested by Participating Entity, such as windshield repair, towing etc., and Participating Entity shall pay NAPA's cost plus a ten percent (10%) gross profit, which shall be calculated pursuant to the formula set forth in the Pricing Plan Summary set forth below, for any Third Party Services.

(c) ***Operational Expenses.*** Participating Entity shall reimburse NAPA for any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. NAPA shall provide an expense statement of the parts operations to the Participating Entity on approximately the 15th**th** **day** of each month and the operations invoice on approximately the 15th of each month for each On Site Store. An example of an expense statement reflecting such costs and expenses is attached hereto as Exhibit D . Participating Entity acknowledges and agrees that the costs and expenses reflected on the expense statement set forth on Exhibit D are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). Participating Entity acknowledges that in order to achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement in order to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit D ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement.

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PRICING PLAN SUMMARY

NAPA Product Price	Billed to Participating Entity at the Current NAPA Jobber Acquisition Cost plus a ten percent (10%) gross profit. The formula for NAPA Product Price for Participating Entity is the Current NAPA Jobber Acquisition Cost divided by .90. This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is $1.00. Participating Entity's price would be $1.00/.90=$1.11
Non-NAPA Product Price	Billed to Participating Entity at NAPA's current product acquisition cost plus a ten percent (10%) gross profit. The formula for Non-NAPA Product Price for Participating Entity is NAPA's current product acquisition cost divided by .90. This formula will achieve the gross profit rate set forth above. Example: NAPA's current product acquisition cost is $1.00. Participating Entity's price would be $1.00/.90=$1.11
Third Party Services Price	Billed to Participating Entity at NAPA's cost plus a ten percent (10%) gross profit. The formula for Third Party Services for Participating Entity is NAPA's cost divided by .90. This formula will achieve the gross profit rate set forth above. Example: NAPA's cost is $1.00. Participating Entity's price would be $1.00/.90=$1.11
Operational Expenses	Billed to Participating Entity in accordance with Section (c) above.

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IBS Expense Summary

Exhibit D

Disclaimer- Individual Line item values stated in dollars, Section totals rounded to dollars from original values

City of Denton IBS Mar-25	CURRENT MONTH	% TO SALES	Expense Short Description "All values displayed as whole dollars"
SALES	$ 321,949	100.00%	← The total purchased this month
Less Cost of Sales	$ 289,678	89.98%	← NAPA's cost of the goods sold
Sales Less Cost	$ 32,271	10.02%	← The Gross Profit, or sales minus cost
Cost of Sales Adjustment	$ -	0.00%	
GROSS PROFIT	$ 32,271	10.02%	
	$ -		
TOTAL SALES EXPENSE	$ -	0.00%	
Accounting Fees	$ 1,610	0.50%	← Headquarters fees based on sales
Salaries - Delivery	$ 5,150	1.60%	← Payroll figure for drivers
Salaries - General Office	$ 2,414	0.75%	← Headquarters fees based on sales
Salaries - Store Branch	$ 19,227	5.97%	← Payroll figure for all employees minus drivers
Salaries - Overtime	$ 2,337	0.73%	
TOTAL PAYROLL	$ 30,738	9.55%	
IT Data Processing	$ 1,512	0.47%	← Computer equipment leases, maintenance, software
Delivery	$ 2,800	0.87%	← Delivery truck lease, insurance, fuel, repairs, toll fees
Depreciation - F. & F.	$ 149	0.05%	← Shelving and Equipment depreciation expense
Empl. Benefits	$ 5,430	1.69%	← Health & life insurance and pension
Freight & Postage	$ 1,571	0.49%	← Freight & Postage
Insurance	$ 614	0.19%	← General Liability Insurance, Workmans Comp
Light, Heat, Water	$ -	0.00%	
Facility Expense	$ 211	0.07%	← Rental & Leasehold Charges, Insurance for assets
Tire Disposal / Enviromental fees	$ 1,256	0.39%	
Store	$ 1,299	0.40%	← Miscellaneous store expenses
Taxes (Not Income)	$ 4,401	1.37%	← Taxes:Payroll, Personal Property (Inv)
Telephone	$ 70	0.02%	← Phone/Modem lines, DSL Support, Joel access fees
Catalogs/Tams/Support Fees	$ -	0.00%	← Computers (Lease or Depreciation), support fees
Other /Training/Expense	$ -	0.00%	Miscellaneous discounts, expenses etc
TOTAL MISC. EXPENSES	$ 19,313	6.00%	
TOTAL EXPENSES	$ 50,051	15.55%	← Expenses less discounts earned
Miscellaneous Discounts	$ -	0.00%	← Discounts from Manufacturers and Suppliers
NAPA Billing entry	$ 49,975	15.52%	← Net Expense Invoice amount
PROFIT BEFORE TAXES	$ 32,195	10.00%	← Gross Profit, less Expenses, Plus NAPA Billing

NAPA Monthly Expense Billing Breakdown

Profits Required:	$ 32,195	10% of Monthly Parts Sales
Less Profits received:	$ (32,271)	Profits from Invoices (Sales less cost and adjustments)
Total Expenses	$ 50,051	
Misc Discounts		
	$ 49,975	Balance due NAPA after adjustments

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Exhibit F
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 use commercially reasonable efforts to cause its manufacturers to 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 and accepts the deliverables.

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6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: All normally stocked, and locally available, items will be furnished FOB Destination, Prepaid and Allowed, and all non-stock items, non-locally available items, special/custom and emergency orders will be furnished FOB Destination, Prepaid and Added, which means that Contractor initially pays the freight and then adds the freight charges to its invoice to the City for reimbursement.

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.

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.

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

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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 or delivery 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 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.

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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.

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 dispute any invoice submitted by the Contractor in accordance with the provisions of Texas Government Code 2251.
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.
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 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 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. The City warrants and represents that it reasonably believes that it will have sufficient funds to make all payments due pursuant to the contract, and hereby covenants that it will take commercially reasonable efforts to obtain, maintain, request and pursue funds from which the said payments may be made.

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

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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 (15^{th}) 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 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 two (2) 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. Audit results will be based upon overcharges and undercharges being combined to determine the net impact. If the audit results in a net overcharge, Contractor will issue a check to the City equal to the net overcharge amount. The cost of the audit will be borne by the City.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of two (2) 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, material supplier, or other payee 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.

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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 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.

E. For the avoidance of any doubt, the parties agree that the term 'Subcontractors' as used herein and throughout these terms and conditions and the Solicitation shall specifically exclude all third party suppliers and manufacturers of the products sold hereunder and all third party delivery service providers including but not limited to, UPS and FedEx.

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19. **WARRANTY-PRICE**:
A. Intentionally Omitted.
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. Intentionally Omitted.

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**: INTENTIONALLY DELETED

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.
A. The Contractor may not limit, exclude, or disclaim the foregoing warranty. ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF CONTRACTOR ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources.

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.

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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, (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. Likewise, the City shall be in default under the Contract if the City (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract or (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

27. **TERMINATION FOR CAUSE:** In the event of a default by either party, the other party shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the other party's reasonable satisfaction that such default does not, in fact, exist. Either party may pursue all remedies available under law or in equity, including, without limitation, remedies at law in a court of competent jurisdiction, in the State of Texas. 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.

28. **TERMINATION WITHOUT CAUSE**: Either party shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon ninety (90) calendar days' prior written notice. Upon receipt of a notice of termination, both parties 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. Each party 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.

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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 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**: 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 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" shall include the negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING 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. 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**

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LIABLE FOR AN INDEMNIFIED CLAIM. To the extent permitted by contract or law, Contractor shall take all such steps as are necessary in order to assign or otherwise extend to the City the full benefit of any representations, warranties, indemnities and other protections that Contractor has received or to which Contractor is otherwise a beneficiary with respect to any product (including any representation, warranty, indemnity or other protection provided by the manufacturer of any product). Additionally, Contractor agrees to use commercially reasonable efforts to ensure that its contracts and other agreements with the manufacturers of any product permit the assignment of any such representations, warranties, indemnities and other protections to subsequent commercial purchasers of the applicable products (including the City).

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 Texas and satisfactory to the City of Denton.
B. Specific Coverage Requirements: Specific insurance requirements are contained in 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. 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

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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. **TITLE**: The Contractor represents and warrants to the City that the Contractor shall provide the City good and indefeasible title to the deliverables**.**

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 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**: INTENTONALLY DELETED.

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 required by law or 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.

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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 Denon 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 Ethic 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, 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. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

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

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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 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

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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 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 or Contractor 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

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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.

58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
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: INTENTIONALLY DELETED.** The parties agree that Contractor will not be required to comply with the requirements of the Buy American Act under this Contract.

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.

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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 will be passed on to the City and included in the Corporate Allocation Expenses for reimbursement.

63. **PREVAILING WAGE RATES:** 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 applicable 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:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

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 to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, 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.

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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 financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents 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.

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**: Each party 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. Each party recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

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Exhibit G
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.

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Exhibit H
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:

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- 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.

- ***Cancellation: The Contractor will provide the City at least 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 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>WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE</u>

Workers' Compensation within the regulations of the Texas Workers'

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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.

C. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of $1,000,000.00 per occurrence.

NOTE:

a. If CONTRACTOR does not have owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

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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.**

Genuine Parts Company

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: Art Fischer CCA7C6D0DBDE41A...

Signature of vendor doing business with the governmental entity

6/20/2025
Date

Docusign Envelope ID: C4D8FCB0-184E-49AE-9B59-5B1CCE698841

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: C4D8FCB0-184E-49AE-9B59-5B1CCE698841
Subject: Please DocuSign: City Council Contract 8806 NAPA
Source Envelope:
Document Pages: 38
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 4
Initials: 1

Status: Sent

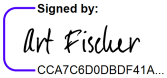
Envelope Originator:
Kayla Clark
901B Texas Street
Denton, TX 76209
kayla.clark@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
6/18/2025 6:45:30 AM

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: 6/18/2025 7:03:11 AM Viewed: 6/18/2025 7:03:18 AM Signed: 6/18/2025 7:03:29 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	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/18/2025 7:03:32 AM Viewed: 6/18/2025 7:04:34 AM Signed: 6/18/2025 7:22:37 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 6/18/2025 7:22:40 AM Viewed: 6/19/2025 9:10:50 PM Signed: 6/19/2025 9:11:12 PM
Art Fischer art_fischer@genpt.com Division Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/20/2025 5:58:15 AM ID: ec4d72f3-6398-4973-b53d-5e3d812dee91	Signed by:  CCA7C6D0DBDF41A... Signature Adoption: Pre-selected Style Using IP Address: 104.225.184.221	Sent: 6/19/2025 9:11:15 PM Viewed: 6/20/2025 5:58:15 AM Signed: 6/20/2025 7:00:05 AM

Signer Events	Signature	Timestamp
Thomas Gramer Tom.Gramer@cityofdenton.com Director Facilities and Fleet Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/20/2025 7:01:09 AM ID: 1c436657-17f6-4a96-85b0-8603cf890358	DocuSigned by: F704F88617504DC... Signature Adoption: Drawn on Device Using IP Address: 198.49.140.10	Sent: 6/20/2025 7:00:08 AM Viewed: 6/20/2025 7:01:09 AM Signed: 6/20/2025 7:01:18 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: 6/20/2025 7:01:22 AM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Lauren Thoden lauren.thoden@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: 6/18/2025 7:03:32 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/20/2025 7:01:22 AM Viewed: 6/20/2025 7:44:53 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	6/18/2025 7:03:11 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.

File #: ID 25-1257, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Construction Manager at Risk contract with Core Construction Services of Texas, Inc., for construction phase services for the Fire Stations 5 & 6 Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8559 - awarded to Core Construction Services of Texas, Inc., including the Guaranteed Maximum Price in the not-to-exceed amount of $23,730,000.00).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 22, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Construction Manager at Risk contract with Core Construction Services of Texas, Inc., for construction phase services for the Fire Stations 5 & 6 Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8559 – awarded to Core Construction Services of Texas, Inc., including the Guaranteed Maximum Price in the not-to-exceed amount of $23,730,000.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Fire Stations 5 & 6 were approved as part of the 2023 Bond Program. The new Fire Station #5 will replace an aging building at the same location while also increasing the capacity of the station to hold the City's swift water rescue team, which was relocated from Fire Station #2. During construction, temporary operations will be set up in the adjacent field, using living quarters obtained through an interlocal agreement (ILA) with Pflugerville and a Sprung Structure to house the apparatus. Fire Station #6 will be built on a new site located off of Hunters Creek Road and FM 2181. The new location will address extended response times and provide better operational efficiency to its service area.

The City utilized a one-step Construction Manager at Risk (CMAR) selection process to award Core Construction Services of Texas, Inc., a CMAR Agreement authorizing them to provide pre-construction services for the total not-to-exceed amount of $40,000.

The CMAR process incorporates the contractor through the design process to provide items such as cost estimates, constructability reviews, scheduling, value engineering, and a guaranteed maximum price (GMP). During the preconstruction phase, Core Construction provided a cost model followed by competitively bidding the work based on the 90% design documents to arrive at the GMP proposal. Within the GMP deliverables, Core Construction has also provided a construction management plan, quality control plan, and proposed sequencing schedule for the project. These items are a product of the collaboration between the City, CMAR, and a design professional.

The purpose of this contract is to approve the GMP proposal and begin the construction phase services on the two project sites. The project total cost of $23,730,000 for Fire Station 5 & 6 construction consists of a

lump sum GMP of $22,600,000 for construction, and an owner's contingency (5%) of $1,130,000. The owner contingency is for the sole use of the City and will be subject to written authorization by the City's Project Manager.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 20, 2024 City Council approved a Construction Manager at Risk contract for the design phase services with Core Construction Services of Texas, Inc. (Ordinance 24-1567).

RECOMMENDATION

Award a Construction Manager at Risk contract with Core Construction Services of Texas, Inc., for construction phase services for the Fire Stations 5 & 6 Project for the Capital Projects Department, in a not-to-exceed amount of $23,730,000.

PRINCIPAL PLACE OF BUSINESS

Core Construction Services of Texas, Inc.
Frisco, TX

ESTIMATED SCHEDULE OF PROJECT

This project will be started upon approval, with a final completion date by April 1, 2027.

FISCAL INFORMATION

This contract will be funded from a combination of 2023 Bond Program accounts.

Fire Station #5	250134475.1360.40100	$9,500,000.00
Fire Station #6	100392475.1360.40100	$8,500,000.00

Requisition #170933 has been entered into the Purchasing software system in the amount of $18,000,000. The remainder of the funding will come from future year CIP issuances. The total amount of this contract is $23,730,000.00.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Pre-Construction Contract
Exhibit 3: Presentation
Exhibit 4: Ordinance and Construction Contract

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

For information concerning this acquisition, contact: Seth Garcia, 940-349-8938.

Legal point of contact: Marcella Lunn at 940-349-8333.

ORDINANCE NO. 24-1567

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGER AT RISK CONTRACT WITH CORE CONSTRUCTION SERVICES OF TEXAS, INC., FOR PRE-CONSTRUCTION SERVICES OF THE FIRE STATION NO. 5 & 6 PROJECT FOR THE CAPITAL PROJECTS AND FIRE DEPARTMENTS; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8559 – AWARDED TO CORE CONSTRUCTION SERVICES OF TEXAS, INC., IN THE NOT-TO-EXCEED AMOUNT OF $40,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for pre-construction services of the Fire Station No. 5 & 6 project for the Capital Projects and Fire Departments; 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, 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 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
8559	Core Construction Services of Texas, Inc.	$40,000.00

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 Joe Holland and seconded by Vicki Byrd. This ordinance was passed and approved by the following vote [5 - 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 20th day of August, 2024.

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	8559
File Name	CMAR Pre-Construction Services for Fire Station 5&6
Purchasing Contact	Cori Power
City Council Target Date	AUGUST 20, 2024
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	24-1567

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CITY OF DENTON, TEXAS

CONSTRUCTION MANAGER AT RISK FOR FIRE STATION 5 & 6

CONSTRUCTION MANAGER AT RISK
PRECONSTRUCTION PHASE SERVICES

CONTRACT NO. 8559

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CONSTRUCTION MANAGER AT RISK FOR FIRE STATION 5 & 6

CONSTRUCTION MANAGER AT RISK DESIGN PHASE SERVICES

PROJECT NO.

CONTRACT NO. 8559

THIS CONTRACT, made and entered into this by and between City of Denton, Texas, hereinafter designated the "CITY" and. Core Construction Services of Texas, Inc., hereinafter designated the "CONSTRUCTION MANAGER AT RISK" or "CM@Risk ."

RECITALS

A. The City Manager of the City of Denton, Texas, or an appointed designee, is authorized and empowered by provisions of the City Charter to execute contracts for professional services and construction services.
B. The City intends to construct Fire Station 5 & 6 as described in Exhibit A attached, hereinafter referred to as the "Project".
C. To undertake the design of said Project the City has entered into a contract with Martinez Architects, LP, hereinafter referred to as the "Design Professional."
D. The CM@Risk has represented to the City the ability to provide design phase services and to construct the Project.
E. Based on this representation, the City intends to enter into a contract with the CM@Risk for the design phase services identified in this contract. At the end of the design phase, at the City's discretion, the City may enter into a separate construction contract with the CM@Risk for construction phase services.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

ARTICLE 1 – TERMS AND DEFINITIONS

Addenda - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

Agreement (also known as the Contract) – This written document signed by the City and CM@Risk covering the Design Phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract. Notwithstanding the above, the Construction Phase Agreement is not made a part of this Contract.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce both first cost and operational costs while still delivering a quality and functional Project that meets City requirements.

Application for Payment – See definition for Payment Request.

Architect —The qualified, licensed person, firm or corporation who furnishes architectural services required for the Project.

Change Order (Amendment) - A written instrument issued after execution of the Contract Documents signed by the City and CM@Risk, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount (if any); the extent of the adjustment to the Contract Time (if any); and/or modifications of other contract terms.

City (Owner) - The City of Denton, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contract. Regulatory activities handled by the City of Denton Development Services, Fire, Engineering, Facilities, Municipal Electric and Planning Departments or any other City department are not subject to the responsibilities of the City under this Agreement.

City's Designated Project Manager – The City of Denton representative who is designated as project manager for the Project.

Contract - Refers to this Agreement when used elsewhere in the Contract Documents.

Contract Documents - Refers to, without limitation, this Agreement, the Drawings and Specifications, Proposal Requests, formal Requests for Information, and other information as so defined elsewhere, or any documents that may be referenced and/or incorporated by reference into this Agreement, the Drawings and Specifications, Proposal Requests, or formal Requests for Information.

Construction Contract Time(s) - The number of days or the dates, as may be increased or decreased during the course of the Project, related to the construction phase that as stated in Construction Documents applies to achievement of Substantial

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Completion of the Work.

Construction Documents – The plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements.

Construction Fee – The CM@Risk's administrative costs, home office overhead, and profit, whether at the CM@Risk's principal or branch offices, and other off-site costs.

Construction Manager at Risk (CM@Risk) – The firm, corporation, or other approved legal entity with whom the City has entered into this Contract.

Construction Management Plan – Formal documentation prepared and maintained by the CM@Risk describing the scope, process, sequence and duration of the activities to accomplish the Work within the Contract Time including but not limited to those items set forth in Section 2.2.

Construction Phase Agreement – The proposed Owner-CM@Risk Agreement to be used during construction, as mutually agreed to be modified before its use. It is provided for reference only, and is not made a part of this Contract.

Contingency, Preconstruction – A fund to cover cost growth during the Project before Notice to Proceed for Construction driven by discovery of scope items unknown at the outset of design; requirements of Authorities Having Jurisdiction (AHJs) over the Project; or similar changes during the Design Phase. When used, the amount of the Preconstruction Contingency will be negotiated as a separate line item in each GMP Proposal.

Contingency, Marketplace Risk – A fund to cover the costs of cost escalation, supply chain interruptions, and buyout decisions made for the City's benefit that may experience more marketplace uncertainty during the course of the Project. When used, the amount of the Marketplace Risk Contingency will be negotiated as a separate line item in each GMP Proposal.

Contingency, CM@Risk's – A fund to cover cost growth during the Project used at the discretion of the CM@Risk usually for costs that result from Project circumstances. The amount of the CM@Risk's Contingency will be negotiated as a separate line item in each GMP Proposal.

Contingency, Owner's – A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by the City and will be in addition to the project costs included in the CM@Risk's GMP Proposal.

Contract Amount – The cost for services for this Contract as identified in Article 4.

Contract Documents – means the following items and documents in descending order of precedence executed by the City and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

Contract Time(s) – The number of days or the dates stated in this Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Architect's or Engineer's written recommendation of final payment.

Control Estimate – Also referred to as a baseline cost model, an estimate provided by the CM@Risk on the basis of the design provided, typically at a major design deliverable, that serves as the basis for decision making about design progress and design requirements to the next major design deliverable.

Cost of the Work – The direct costs or stipulated rates necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees (if not paid for by City), materials testing, General Conditions Costs, and related items. The Cost of the Work shall not include the CM@Risk's Construction Fee.

Critical Path Schedule – The sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

Day – Calendar day unless otherwise specifically noted in the Contract Documents.

Deliverables – The work products prepared by the CM@Risk in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by the CM@Risk during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed MBE/WBE Utilization, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.

Design Documents - Design Documents are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design Professional and their consultants under their respective

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professional services agreements. Design Documents may include, without limitation, the basis of design documents, studies, surveys, models, sketches, Drawings, Specifications, the Project Manual and other similar materials.

Design Professional – The qualified, licensed person, firm or corporation who furnishes design and/or construction administration services required for the Project. The Design Professional may be the Engineer or the Architect for the Project, or other such similar licensed professional or firm.

Drawings (Plans) – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CM@Risk during the construction phase and which have been prepared or approved by the Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but *"not for construction"*. Shop Drawings are not Drawings as so defined.

Engineer —The qualified, licensed person, firm or corporation who furnishes engineering services required for the Project.

Float - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

General Conditions Costs – Includes but is not limited to the types of costs identified Exhibit Y - General Conditions Costs in the Construction Phase Agreement.

Guaranteed Maximum Price (GMP) – The sum of the maximum Cost of the Work, the CM@Risk's Construction Fee,and CM@Risk Contingency.

GMP Plans and Specifications – The plans and specifications provided pursuant to paragraph 2.6.5 upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the CM@Risk submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Contract.

Laws and Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Milestones - A principal event in the performance of the Work that the Contract requires CM@Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

Notice of Intent to Award — The written notice by City to a respondent to the City's solicitation of the Project of City's intent to accept a certain respondent's proposal.

Notice to Proceed (NTP) Letter - A written notice given by City to the CM@Risk fixing the date on which the CM@Risk will start to perform the CM@Risk's obligations under this Contract.

Owner Activities – Activities required by the City staff, City vendors or other resources under the direct or indirect control of the City required for successful completion of the Project.

Payment Request (also known as an Application for Payment) - The form that is accepted by the City and used by the CM@Risk in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and or the City.

Project - The complete and operational asset needed by the City, of which this Work is a part. The Work to be completed in the execution of this Contract as described in the Recitals above and Exhibit "A" attached is a key component of the Project, and its timely completion is essential to its operation.

Project Budget - The amounted budgeted by the City for the Project, and which contains within it the budget for the Work of this Contract.

Project Schedule - A schedule, prepared and maintained by CM@Risk, describing the sequence and duration of the activities comprising the CM@Risk's plan to accomplish the Work within the Contract Times.

Project Team – Design phase services team consisting of the Design Professional, CM@Risk, City's Project Manager, City's Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

Related Parties – For purposes of this Agreement, the term "Related Party" shall mean any party or entity related to or affiliated with the CM@Risk or in which the CM@Risk has direct or indirect ownership or control, including without limitation: (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or officer, director, partner or employee of, the CM@Risk or holds any entity owned by the Construction Manager has any direct or indirect interest in; (3) any party with an excess of ten percent (10%) interest in the

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CM@Risk in the aggregate; (4) any entity which has the right to control the business or affairs of the CM@Risk; or (5) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the CM@Risk.

Schedule of Values (SOV) – Document specified in the construction phase Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. All contingencies that are to be utilized during the Construction Phase Agreement shall receive a separate line item and shall be tracked throughout the Project. The SOV may or may not be output from the Project Schedule depending on whether the Project Schedule is cost-loaded or not.

Submittals - All drawings, diagrams, schedules, samples, and other materials specifically prepared for the Work by the CM@Risk or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Submittals are not Contract Documents.

Site – The land or premises on which the Project is located.

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subconsultant - A person, firm or corporation having a contract with the CM@Risk at any tier to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor - An individual or firm having a direct contract with the CM@Risk or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible. Subcontractors will be selected through the Subcontractor bid process described in paragraph 2.7 of this Contract.

Substantial Completion - When the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by City Fire Marshall and local, state and other authorities having jurisdiction, unless such approval is not granted for reasons beyond CM@Risk's responsibility or control; (ii) all systems in place, functional, and displayed to the City or its representative; (iii) all materials and equipment installed; (iv) all systems reviewed and accepted by the Design Professional and City; (v) draft O&M manuals and record documents reviewed and accepted by the Design Professional and City; (vi) City operation and maintenance training complete and documented, if any; (vii) landscaping and site work; (viii) final cleaning; and (ix) other requirements that are specified in the Construction Contract. These generic conditions of Substantial Completion will be customized in the Owner-CM@R Construction Phase Agreement as mutually agreed to be applicable to the specific scope of the Work in that Contract. Those conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed letter pursuant to that Construction Phase contract.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CM@Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

Work – The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor, services and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

2.1.1 The CM@Risk, to further the interests of the City, will perform the services required by, and in accordance with this Contract, to the satisfaction of the City's Designated Project Manager, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Denton, Texas would exercise at such time, under similar conditions. The CM@Risk will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The services being provided under this Contract will not alter any real property owned by the City.

2.1.2 Program Evaluation: As a participating member of the Project Team, the CM@Risk will provide to the City and Design Professional a written evaluation of the Project and Project Budget, with recommendations as to the appropriateness of each.

2.1.3 Project Meetings: The CM@Risk will attend Project Team meetings which may include, but are not limited to, regular Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.

2.1.4 The CM@Risk will provide design phase services described herein, in a proactive manner and consistent with the intent

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of the most current Drawings and Specifications. The CM@Risk will promptly notify the City in writing whenever the CM@Risk determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2.1.5 The CM@Risk, when requested by the City, will attend, make presentations, and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CM@Risk will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

2.2.1 The CM@Risk will prepare a Construction Management Plan (CMP), which shall include the CM@Risk's professional opinions concerning: (a) safety and logistics planning and associated training requirements; (b) Project Milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project; (c) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities; (d) alternate strategies for fast- tracking and/or phasing the construction; (e) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction; (f) permitting strategy; (g) construction quality control; (h) a commissioning program; (i) the cost management plan, control estimates, schedule of values, and basis of the model; (j) information management systems; and, (k) a matrix summarizing each Project Team member's responsibilities and roles.

2.2.2 The CM@Risk may add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional, or the CM@Risk; (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way; (d) the fast-tracking if any of the construction, or other chosen construction delivery methods; (e) the requisite number of separate bidding documents to be advertised; (f) the status of the procurement of long-lead time equipment (if any) and/or materials; and (g) funding issues identified by the City.

2.3 PROJECT SCHEDULE

2.3.1 The fundamental purpose of the "Project Schedule" is to identify, plan, coordinate, and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CM@Risk will, however, develop and maintain the "Project Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule will be consistent with the most recent revised/updated CMP. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. The CM@Risk will use scheduling software to develop the Project Schedule that is acceptable to the City. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined.

2.3.2. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

2.3.2.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities, with no constraints (only schedule logic) driving dates and the Critical Path.

2.3.2.3 The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Further, activities shall be included for, without limitation, any and all City franchised or private utilities required to be temporarily or permanently demolished, relocated or installed; design, procurement, furnishing and installing of equipment, information technology systems, security systems, furnishings, and other City improvements (whether installed by the CM@Risk or the City) required for the Work to be completely functional as intended. These Owner Activities will be shown in the schedule with the appropriate precursor and successor activities necessary for monitoring and evaluating the progress of the Owner Activities

2.3.2.4 The CPM diagram schedule shall be based upon activities which would coincide with the schedule of values, but the Project Schedule is not required to be cost-loaded.

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2.3.2.5 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.

2.3.2.6 The schedule shall show Milestones, including Milestones for all City-furnished information, utilities and improvements when those Milestones are interrelated with the CM@Risk activities.

2.3.2.7 The schedule shall include a critical path activity that reflects anticipated weather delays during the performance of the contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.

2.3.3 The Project Schedule shall consider the City's and the other stakeholders' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

2.3.4 Float time shall be as prescribed below:

2.3.4.1 The total Float within the overall schedule, is not for the exclusive use of either the City or the CM@Risk, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

2.3.4.2 The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.

2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CM@Risk, etc.). In such an event, the CM@Risk shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

2.3.5 The Project Schedule will be updated and maintained by the CM@Risk throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the CM@Risk's plan for the performance of the construction phase Work. The CM@Risk will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The CM@Risk will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

2.3.6 Project Phasing: If phased construction is deemed appropriate and the City and Design Professional approve, the CM@Risk will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CM@Risk will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

2.4.1 The CM@Risk will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Schedule.

2.4.2 The CM@Risk will recommend, in conjunction with the Project Team, those additional observations and testing of existing improvements; as well as environmental, surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the CM@Risk to construct the Project. Before initiating construction operations, the CM@Risk may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the existing improvements and site condition information and data made available with the Construction Documents.

2.4.3 The CM@Risk will meet with the Project Team as required to review designs during their development. The CM@Risk will familiarize itself with the evolving documents through the various design phases. The CM@Risk will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CM@Risk will furthermore maintain a project decision and trend log as design develops and advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as concerns that exist with respect to coordination of the Drawings and Specifications. The CM@Risk will recommend cost effective alternatives.

2.4.4 The CM@Risk will routinely conduct constructability and biddability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

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2.4.4.1 Constructability Reviews: The CM@Risk will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design are prepared to facilitate fabrication, transport and installation; (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions; (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable; and (g) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown, and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.

2.4.4.2 Biddability Reviews: The CM@Risk will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.

2.4.4.3 The results of the reviews will be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications, and other documents. If requested by the City, the CM@Risk will meet with the City and Design Professional to discuss any findings and review reports.

2.4.4.4 The CM@Risk's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not the CM@Risk.

2.4.5 Notification of Variance or Deficiency: It is the CM@Risk's responsibility to assist the Design Professional in ascertaining that, in the CM@Risk's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project construction costs and operational costs, while still delivering a quality and functional product. If the Project Team agrees, the CM@Risk in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CM@Risk will include the cost of the alternatives into the cost estimate and any GMP Proposals.

2.4.6.1 For major Alternative System Evaluations, the CM@Risk is encouraged to provide (1) a detailed description of the difference between the requirements of the current design and the proposed changes, and comparative advantages and disadvantages of each; (2) the impact of the proposal upon construction plus operational costs and the CM@Risk's schedule; (3) a list of the projects to the extent known, where the proposal was previously used in similar circumstances, and the owner's results of that experience; and (4) any other information reasonably necessary to fully evaluate the proposal.

2.4.6.2 One of the City's goals is an energy efficient, sustainable Project, and therefore the CM@Risk shall participate in interactive work sessions when scheduled by the Design Professional for the purpose of identifying the viable, environmentally responsible alternatives for the Work, evaluating the relative merits of each, and assisting the City with selecting the preferred alternative(s) to be incorporated into the Project.

2.5 COST ESTIMATES

2.5.1 CM@Risk will work with the Design Professional to provide an initial, baseline cost model/estimate for the project within forty-five (45) Days after NTP. Unless otherwise agreed by both parties, within fourteen (14) Days after receipt of the documents for the various phases of design/milestones shown in the most current Project Schedule, the CM@Risk shall provide a complete and detailed cost estimate and a written review of the documents. Each cost estimate should include all cost categories necessary for delivery of a fully functional Project except items agreed to be furnished and installed by the City, and the Owner's Contingency included in the GMP Proposal identified in Exhibit "C" attached. This estimate will be referred to as the Control Estimate. In addition, each Control Estimate shall include the following:

2.5.1.1 A list of all documents used in preparation of the Control Estimate, identified by title, date and originator;

2.5.1.2 A list of the clarifications and assumptions made by the CM@Risk in the preparation of the Control Estimate, including assumptions made, to supplement the information provided by Design Professional and contained in the Drawings and Specifications;

2.5.1.3 A summary of the estimated Cost of the Work organized by trade categories or systems (as mutually agreed in advance);

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2.5.1.4 A summary report showing variances of the current summary line item totals from those in the previous Control Estimate (if any);

2.5.1.5 A detailed estimate of the Cost of the Work in the same format as the previous Control Estimate (if any); and

2.5.1.6 A detailed report showing variances of quantities, unit costs and line item totals from the previous Control Estimate (if any).

2.5.2 The Design Professional and CM@Risk shall reconcile any disagreements on the estimate to arrive at an agreed Control Estimate for that phase of design. If no consensus is reached, the City will make the final determination. If any Control Estimate submitted to the City exceeds previously accepted Control Estimate, or the City's then current Project Budget, the CM@Risk shall make appropriate recommendations of methods and materials to the City and Design Professional that it can demonstrate will bring the project back in line with the Project Budget.

2.5.3 In between Control Estimates, the CM@Risk shall periodically provide a cost tracking report which identifies, by line item, the order of magnitude of cost impact(s) due to, without limitation, design development, value engineering, scope changes, or changes in the marketplace. It shall be the responsibility of the CM@Risk to keep the City and Design Professional informed as to the trend changes in costs relative to the most recently approved Control Estimate and the City's budget.

2.5.4 If requested by the City, the CM@Risk shall prepare a preliminary "cash flow" projection based upon the latest Control Estimate and the most current CM@Risk's schedule to assist the City in the financing process.

2.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

2.6.1 GMP Proposal Format and Timing

2.6.1.1 The proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the City (see Exhibit "C" attached). CM@Risk must verify with the City the current Exhibit C requirements and procedures when entering into these services.

2.6.1.2 The City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by the CM@Risk will be based on and consistent with the most current Control Estimate and cost tracking report at the time of the request, and include updated information for any new clarifications or new assumptions upon which the GMP Proposal(s) are based.

2.6.2 Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.

2.6.2.1 The Cost of the Work is actual costs and is a not-to-exceed, reimbursable amount.

2.6.2.2 Any costs which comprise the Cost of Work, which are also set forth in Exhibit "Y" – General Conditions Costs, shall not exceed the total amount shown in aggregate therein for such expenditures. However, any single line item in General Conditions, with the sole exceptions of those included in "Weather Protection" and "Travel and Subsistence", may be exceeded if offset by the aggregate of corresponding or greater underages at other line items, and the total cost for General Conditions is not exceeded.

2.6.2.3 The Construction Fee is 3.3 % of the Cost of the Work.

2.6.2.4 CM@Risk's Contingency is an amount the CM@Risk may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. CM@Risk's Contingency is assumed to be a direct project cost so will receive all markups at the time of GMP submission. Under no circumstance is the CM@Risk's Construction Contingency to be used by the Owner for increases in the scope, quality or quantity of the Work; nor by the CM@Risk for correcting nonconforming Work; Work items discovered during the Construction Phase not to be coordinated among the Subcontractor's scope of work due to an oversight of the CM@Risk; or similar CM@Risk's errors or omissions.

2.6.2.5 Taxes, if applicable, are deemed to include all sales, use, consumer, and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are included as a Cost of the Work.

2.6.3 Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CM@Risk, the sum of which will be the full contract price for construction. Markups for Construction Fee and taxes will be applied by the CM@Risk at the time that Owner's Contingency is used.

2.6.4 GMPs are cumulative including CM@Risk Contingency. The amount of CM@Risk Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@Risk's risk from that point in the project forward.

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2.6.5 The CM@Risk will prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. The CM@Risk shall provide a list of drawings and specifications upon which its proposed GMP is based. These documents will be identified as the GMP Plans and Specifications.

2.6.6 An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Schedule updates/revisions will continue to comply with the requirements of paragraph 2.3.

2.6.7 GMP savings resulting from a lower actual project cost than anticipated by the CM@Risk remaining at the end of the project will revert to City.

2.6.7.1 GMP Proposal(s) Review and Approval

2.6.7.2 The CM@Risk will meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. As part of the statement of basis, the CM@Risk shall identify and justify any costs that are significantly different than the latest cost estimate provided by the CM@Risk. In the event the City or Design Professional discovers inconsistencies or inaccuracies in the information presented, the CM@Risk will make adjustments as necessary to the GMP Proposal, its basis or both.

2.6.7.3 The City upon receipt of any GMP proposal from the CM@Risk, may submit the GMP Plans and Specifications to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.

2.6.7.4 If the CM@Risk GMP Proposal is greater than the independent third party or Design Professional's estimate, the City may require the CM@Risk to reconfirm its GMP Proposal. The CM@Risk will accept the independent third party's or Design Professional's estimate for the Cost of Work as part of his GMP or present a report within seven days of a written request to the City identifying, explaining, and substantiating the differences. The CM@Risk may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the City. At that time, the City may do one of the following.

(a) Accept the CM@Risk original or revised GMP Proposal, if within the City's budget, without comment.

(b) Accept the CM@Risk original or revised GMP Proposal that exceeds the City's budget and indicate in writing to the CM@Risk that the Project Budget has been increased to fund the differences.

(c) Reject the CM@Risk's original or revised GMP Proposal because it exceeds the City's budget, and/or the independent third parties or Design Professional's estimate, in which event, the City may terminate this Contract and/or elect to not enter into a separate contract with the CM@Risk for the construction phase associated with the scope of Work reflected in the GMP Proposal.

2.6.7.5 If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CM@Risk. The CM@Risk will promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

2.7 MAJOR SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

2.7.1 The selection of major Subcontractors and major Suppliers may occur prior to submission of a GMP Proposal. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors shall not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of the CM@Risk. In any case, the CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers.

2.7.1.1 The CM@Risk will prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval. This subcontractor selection plan shall identify those subcontractor trades anticipated to be pre-qualified by qualifications and competitive bid in accordance with Section 2.7.2 and subcontractor trades will not be pre-qualified through a formalized qualifications-based selection process (competitively bid only). The subcontractor selection plan must be consistent with the selection requirements included in this Contract and the provisions of Chapter 2269 of the Texas Government Code.

2.7.2 Selection by qualifications and competitive bid - The CM@Risk shall apply the subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its process to prequalify prospective subcontractors and suppliers. All Work for major Subconsultants and major Suppliers shall then be competitively bid to the prequalified Subcontractors. Competitive bids may occur prior to or after the GMP Proposal(s).

2.7.2.1 The CM@Risk will develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CM@Risk may request approval by the City to submit less than three names. Without

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prior written notice to the City, no change in the recommended Subcontractors/Suppliers will be allowed.

2.7.2.2 If the City objects to any nominated Subcontractor/Supplier or to any recommended self-performed Work bidding opportunities for good reason, the CM@Risk will nominate a substitute Subcontractor/Supplier that is acceptable to the City.

2.7.2.3 The CM@Risk will advertise and distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.

2.7.2.4 If the CM@Risk or a Related Party desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The CM@Risk's bid will be due to the City one full business day before the date and time specified for the other subcontractors' bids to be due, and then evaluated in accordance with the process identified below. If events warrant and the City concurs that in order to ensure compliance with the Project Schedule and/or cost, or if a Subcontractor is terminated the CM@Risk may self-perform Work without re-bidding the Work.

2.7.2.5 If after the CM@Risk having followed the stipulations in this Agreement, any of the costs to be reimbursed are contemplated to arise from a transaction between the CM@Risk and a Related Party, the CM@Risk shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the CM@Risk shall procure the Work, equipment, goods, or service, from the Related Party, as a Subcontractor. If the Owner fails to authorize the transaction in writing, the CM@Risk shall procure the Work, equipment, goods, or service from some person or entity other than a Related Party.

2.7.2.6 The CM@Risk shall request the pre-qualified subcontractors to provide a detailed bid for the services requested. The subcontractor bid, provided on the subcontractors' letterhead or the CM@Risk's bid form, shall contain sufficient information (i.e. assumptions, clarifications, exclusions and/or unit costs/amounts) to allow an evaluation of the reasonableness of bid costs. The CM@Risk shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, financial soundness; qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids will be done with the City Representative in attendance to observe and witness the process. The CM@Risk will resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

2.7.2.7 Any portion of the CM@Risk's evaluation of Subcontractor and supplier bids by the CM@Risk may be attended by the Design Professional and City, at their option, and they will be given compete access to all aspects of the process. Such participation by the Design Professional and City, or their receipt of copies of Subcontractors' and suppliers' bids and proposals shall not impose any burden of review or analysis on them or relieve the CM@Risk of its sole responsibility for the CM@Risk's, Subcontractors' and suppliers' performance under this Agreement.

2.7.3 The CM@Risk will be required to prepare two different reports on the subcontracting process.

2.7.3.1 Within fifteen Days after each major Subcontractor/Supplier bid opening process, the CM@Risk will prepare a report for the City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report will provide (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each subagreement, (b) the sum of all recommended Subcontractor/Supplier bids received, (c) a copy of the bids received from each Subcontractor, and (d) trade work and its cost that the CM@Risk intends to self-perform, if any.

2.7.3.2 Upon completion of the Subcontractor/Supplier bidding process, the CM@Risk shall submit a summary report to the City of the entire Subcontractor/Supplier selection process. The report will indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received, and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

2.7.4 The approved Subcontractors/Suppliers will provide a Schedule of Values that reflects their final accepted bid proposal, which will be used to create the overall Project Schedule of Values.

2.7.5 If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CM@Risk will nominate a substitute Subcontractor or Supplier, preferably, if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by the City, the CM@Risk's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

2.7.6 Promptly after receipt of the Notice of Intent to Award, the City will conduct a pre-award conference with the CM@Risk and other Project Team members. At the pre-award conference, the CM@Risk will (a) review the nominated slate of Subcontractors and Suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or Supplier; (b) discuss City concerns relating to any proposed self- performed Work; (c) review the CM@Risk's proposed Contract Price for the Work during the construction phase; (d) discuss the conditions, if any, under which the City will agree to leave any portion of the remaining

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CM@Risk Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of commencement of the Contract Time for the construction phase Work; (f) schedule the pre-construction conference; and (g) discuss other matters of importance.

ARTICLE 3 – PERIOD OF SERVICES

3.1 The design phase services described in this Contract will be performed by CM@Risk in accordance with the most current update/revised Project Schedule. Failure on the part of the CM@Risk to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the City.

3.1.1 Upon failure to adhere to the approved schedule, City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@Risk's receipt of such notice.

3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Denton time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

4.1.1 Based on the design phase services fee proposal submitted by the CM@Risk and accepted by the City (which by reference is made a part of this Contract); the City will pay the CM@Risk a lump sum fee in the amount of $30,000.00.

Additional services and allowances, as described in subsection 4.3:	$10,000.00
Total Contract Amount, not to exceed,	**$40,000.00**

4.2 PAYMENTS

4.2.1 Requests for monthly payments by the CM@Risk for design phase services will be submitted in a form acceptable to the City and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.

4.2.2 The fees for additional design phase services provided by the CM@Risk and any Subcontractors or Subconsultants will be based upon the hourly rate schedule included as Exhibit B, attached.

4.2.3 The CM@Risk will pay all sums due Subconsultants for services and reimbursable expenses within 10 calendar days after the CM@Risk has received payment for those services from the City. In no event will the City pay more than 95 percent of the Contract Amount until final acceptance of all design phase services, and award of the final approved GMP for the entire Project by City Council.

4.2.4 **THE CM@RISK AGREES THAT NO CHARGES OR CLAIMS FOR COSTS OR DAMAGES OF ANY TYPE WILL BE MADE BY IT FOR ANY DELAYS OR HINDRANCES BEYOND THE REASONABLE CONTROL OF THE CITY DURING THE PROGRESS OF ANY PORTION OF THE SERVICES SPECIFIED IN THIS CONTRACT. SUCH DELAYS OR HINDRANCES, IF ANY, WILL BE SOLELY COMPENSATED FOR BY AN EXTENSION OF TIME FOR SUCH REASONABLE PERIOD AS MAY BE MUTUALLY AGREED BETWEEN THE PARTIES. IT IS UNDERSTOOD AND AGREED, HOWEVER, THAT PERMITTING THE CM@RISK TO PROCEED TO COMPLETE ANY SERVICES, IN WHOLE OR IN PART AFTER THE DATE TO WHICH THE TIME OF COMPLETION MAY HAVE BEEN EXTENDED, WILL IN NO WAY ACT AS A WAIVER ON THE PART OF THE CITY OF ANY OF ITS LEGAL RIGHTS HEREIN.**

4.2.5 If any service(s) executed by the CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CM@Risk, the CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

4.3 ADDITIONAL DESIGN PHASE SERVICES

4.3.1 The following additional services will be required for the successful completion of this Project. Mark- ups are not authorized and only the reimbursables specifically identified below will be reimbursed as authorized herein:

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4.3.1.1 When authorized by the City, the CM@Risk shall provide special project services for utility line locating as requested by the City. The scope and cost of these services shall be negotiated as the need is identified. The cost for these special services shall not exceed $10,000.00 without further approval of the City.

4.3.1.2 When authorized by the City, the CM@Risk will be entitled to reimbursement at cost for direct expenses related to its performance of design phase services.

ARTICLE 5 - CITY'S RESPONSIBILITIES

5.1 The City, at no cost to the CM@Risk, will furnish the following information:

5.1.1 One copy of data the City determines pertinent to the work. However, the CM@Risk will be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

5.1.3 The name of the City employee or City's representative who will serve as the Project Manager during the term of this Contract. The Project Manager has the authority to administer this Contract and will monitor the CM@Risk's compliance with all terms and conditions stated herein. All requests for information from or decisions by the City on any aspect of the work or Deliverables will be directed to the Project Manager.

5.2 The City additionally will:

5.2.1 Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CM@Risk for its information. The CM@Risk will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.

5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CM@Risk except for those copies whose cost has been reimbursed by the City.

5.2.3 Provide the CM@Risk with adequate information in its possession or control regarding the City's requirements for the Project.

5.2.4 Give prompt written notice to the CM@Risk when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@Risk's receipt of such notice.

5.2.5 Notify the CM@Risk of changes affecting the budget allocations or schedule.

5.3 The City's Project Manager will have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the City's Project Manager deems appropriate to the CM@Risk.

ARTICLE 6 – CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

6.1.1 City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, Computer Aided Drafting and Design (CADD) digital files, and other related documents which are prepared specifically in the performance of this Contract (collectively referred to as Project Documents) are to be and remain the property of the City and are to be delivered to the Project Manager before the final payment is made to the CM@Risk. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of the CM@Risk, which consent the CM@Risk will not unreasonably withhold, the City agrees to hold the CM@Risk harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the City's alteration, modification or adaptation of the Project Documents.

6.1.2 CM@Risk to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CM@Risk, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CM@Risk, but will remain available for use by the City for this Project under the terms of this Contract.

6.1.3 License to City for Reasonable Use: The CM@Risk hereby grants, and will require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require the

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City to alter or modify the Project Documents, then paragraph 6.1.1 applies.

6.1.4 Documents to Bear Seal: When applicable and required by state law, the CM@Risk and its Subconsultants will endorse by a Texas professional seal all plans, works, and Deliverables prepared by them for this Contract.

6.2 COMPLETENESS AND ACCURACY OF CM@RISK'S WORK

6.2.1 The CM@Risk will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the CM@Risk to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CM@Risk in Denton, Texas would exercise under similar conditions. The fact that the City has accepted or approved the CM@Risk's work or Deliverables will in no way relieve the CM@Risk of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional.

6.3 ALTERATION IN CHARACTER OF WORK

6.3.1 In the event an alteration or modification in the character of Work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the Work or Deliverable will nonetheless be performed as directed by the City. However, before any altered or modified Work begins, a Change Order or amendment will be approved and executed by the City and the CM@Risk. Such Change Order or amendment will not be effective until approved by the City.

6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CM@Risk may accordingly be adjusted by mutual agreement of the contracting parties.

6.3.3 No claim for extra work done or materials furnished by the CM@Risk will be allowed by the City except as provided herein, nor will the CM@Risk do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CM@Risk without such prior written authorization will be the CM@Risk's sole jeopardy, cost, and expense, and the CM@Risk hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

6.4 DATA CONFIDENTIALITY

6.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence, and any other similar documents or information prepared by or obtained by the CM@Risk in the performance of this Contract.

6.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CM@Risk in connection with the CM@Risk's performance of this Contract is confidential and proprietary information belonging to the City to the extent allowed by Texas law.

6.4.3 The CM@Risk will not divulge data to any third party without prior written consent of the City. The CM@Risk will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:

6.4.3.1 Data which was known to the CM@Risk prior to its performance under this Contract unless such data was acquired in connection with work performed for the City.

6.4.3.2 Data which was acquired by the CM@Risk in its performance under this Contract and which was disclosed to the CM@Risk by a third party, who to the best of the CM@Risk's knowledge and belief, had the legal right to make such disclosure and the CM@Risk is not otherwise required to hold such data in confidence; or

6.4.3.3 Data, which is required to be disclosed by the CM@Risk by virtue of law, regulation, or court, including but not limited to the Texas Public Information Act, Texas Government Code Chapter 552.

6.4.4 In the event the CM@Risk is required or requested to disclose data to a third party, or any other information to which the CM@Risk became privy as a result of any other contract with the City, the CM@Risk will first notify the City as set forth in this Article of the request or demand for the data. The CM@Risk will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

6.4.5 The CM@Risk, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this section, a copy of all data to the City. All data will continue to be subject to the confidentiality agreements of this Contract.

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6.4.6 The CM@Risk assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the CM@Risk, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

6.5.1 Prior to the start of any work or Deliverable under this Contract, the CM@Risk will submit to the City, an organization chart for the CM@Risk staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CM@Risk desires to change such key personnel from performing such services under this Contract, the CM@Risk will submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

6.5.2 The CM@Risk will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CM@Risk's staff, the CM@Risk will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

6.6 INDEPENDENT CONTRACTOR

6.6.1 The CM@Risk is and will be an independent contractor and whatever measure of control the City exercises over the work or Deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Contract will give or be construed to give the City the right to direct the CM@Risk as to the details of accomplishing the work or Deliverable. These results will comply with all applicable laws and ordinances.

6.7 SUBCONSULTANTS

6.7.1 Prior to beginning the work or Deliverable, the CM@Risk will furnish the City for approval, the names of all Subconsultants, if any, to be used on this Project. Subsequent changes are subject to the approval of the City.

6.8 TERMINATION

6.8.1 At the time of City Council has authorized all construction phase services for this Project, this Preconstruction Phase Contract shall terminate.

6.8.2 The City and the CM@Risk hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the CM@Risk.

6.8.3 In the event the City abandons any or all of the services or any part of the services as herein provided, the City will so notify the CM@Risk in writing, and the CM@Risk will immediately after receiving such notice is to discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment or termination.

6.8.4 The CM@Risk, upon such termination or abandonment, will promptly deliver to the City all reports, estimates and other work or Deliverable entirely or partially completed, together with all unused materials supplied by the City.

6.8.5 The CM@Risk will appraise the work completed and submit an appraisal to the City for evaluation. The City will have the right to inspect the CM@Risk's work or Deliverable to appraise the work completed.

6.8.6 The CM@Risk will receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable costs and expenses attributable to such termination. The fee will be paid in accordance with Article 4 of this Contract and will be an amount mutually agreed upon by the CM@Risk and the City. If there is no mutual agreement, the final determination will be made in accordance with paragraph 6.9, "Disputes". However, in no event will the fee exceed that set forth in Article 4 or as amended in accordance with paragraph 6.3, "Alteration in Character of Work". The City will make the final payment within sixty Days after the CM@Risk has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

6.9 DISPUTES

6.9.1 In any unresolved dispute arising out of an interpretation of this Contract or the duties required therein, the final determination at the administrative level will be made by the City Manager or their designee.

6.10 WITHHOLDING PAYMENT

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6.10.1 The City reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against the CM@Risk, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

6.11.1 Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project, and records of accounts between the City and CM@Risk will be kept on a generally recognized accounting basis and shall be available for up to three years following final completion of the Project. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any Change Orders. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if, upon audit of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading, or inaccurate cost and pricing data.

6.11.2 The CM@Risk will include a provision similar to paragraph 6.11.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if the above provision is not included in Subconsultant, Subcontractor, and Supplier contracts, and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

CM@RISK AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DENTON, ITS OFFICERS, AGENTS AND EMPLOYEES, AND ANY JURISDICTION OR AGENCY ISSUING PERMITS FOR ANY WORK INCLUDED IN THE PROJECT, THEIR OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, (HEREINAFTER REFERRED TO AS "INDEMNITEES", FROM ALL SUITS AND CLAIMS, INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION, ACTIONS, LOSS, DAMAGE, EXPENSE, COST OR CLAIMS OF ANY CHARACTER OR ANY NATURE ARISING OUT OF THE WORK DONE IN FULFILLMENT OF THE TERMS OF THE CONTRACT DOCUMENTS OR ON ACCOUNT OF ANY ACT, CLAIM OR AMOUNT ARISING OR RECOVERED UNDER WORKER'S COMPENSATION LAW OR ARISING OUT OF THE FAILURE OF THE CM@RISK, ITS OFFICERS, EMPLOYEES, AGENTS, OR ITS SUBCONTRACTORS OR THE SUBCONTRACTORS' OFFICERS, EMPLOYEES OR AGENTS, TO CONFORM TO ANY STATUTES, ORDINANCES, REGULATION, LAW OR COURT DECREE. IT IS AGREED THAT THE CM@RISK WILL BE RESPONSIBLE FOR PRIMARY LOSS INVESTIGATION, DEFENSE, AND JUDGMENT COSTS WHERE THIS INDEMNIFICATION PROVISION APPLIES. IN CONSIDERATION OF THE AWARD OF THIS CONTRACT, THE CM@RISK AGREES TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FOR LOSSES ARISING FROM THE WORK PERFORMED BY THE CM@RISK, ITS OFFICERS, EMPLOYEES, AGENTS, OR ITS SUBCONTRACTORS OR THE SUBCONTRACTORS' OFFICERS, EMPLOYEES OR AGENTS, OR ITS SUBCONTRACTORS FOR THE CITY. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY.

6.13 NOTICES

6.13.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3)

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business days after the day mailed by certified mail, as follows:

To City:	City of Denton Purchasing Manager – File 8559 901B Texas Street Denton, TX 76201
To CM@Risk	Core Construction Services of Texas, Inc. Gary Aanenson, Executive Vice President 6320 Research Rd Frisco, TX 75033
Copy to: Design Professional	Martinez Architects, LP Justin Myers, AIA 700 Rockmead, Suite 260 Houston, TX 77339

Or to other such place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

6.14 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

6.14.1 The CM@Risk will comply with the provisions of this Contract, pertaining to discrimination and accepting applications or hiring employees. The CM@Risk will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The CM@Risk will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age or disability. Such action will include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. The CM@Risk further agrees that this clause will be incorporated in all Subcontracts, and Subconsultants and Suppliers contracts associated with the Project and entered into by the CM@Risk.

6.15 COMPLIANCE WITH FEDERAL LAWS

6.15.1 The CM@Risk understands and acknowledges the applicability of the Americans With Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these and all laws in performing this Contract and to permit the City to verify such compliance.

6.16 CONFLICT OF INTEREST

6.16.1 To evaluate and avoid potential conflicts of interest, the CM@Risk will provide written notice to the City, as set forth in this section, of any work or services performed by the CM@Risk for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice will be given seven business days prior to commencement of the Project by the CM@Risk for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure will be sent to:

City of Denton
Attn: Purchasing Manager – Contract 8559
Purchasing Department
901-B Texas Street
Denton, TX 76209

6.16.2 Actions considered to be adverse to the City under this Contract include but are not limited to:

(a) Using data as defined in the Contract, acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City.

(b) Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and

(c) Using data to produce income for the CM@Risk or its employees independently of performing the services under this Contract, without the prior written consent of the City.

6.16.3 The CM@Risk represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by the CM@Risk under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

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6.16.4 The CM@Risk's failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

6.17 CONTRACTOR'S LICENSE

6.17.1 Prior to award of the Contract, the CM@Risk must provide to the City's Project Manager, its Contractor's License Classification and number, if any, and its Federal Tax I.D. number.

6.18 SUCCESSORS AND ASSIGNS

6.18.1 The City and the CM@Risk will each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither the City nor the CM@Risk will assign, sublet, or transfer its interest in this Contract without the written consent of the other. In no event will any contractual relation be created or be construed to be created as between any third party and the City.

6.19 FORCE MAJEURE

6.19 The City of Denton, the CM@Risk, and any Subcontractors shall not be responsible for performance under this 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, the CM@Risk, and any Subcontractors. In the event of an occurrence under this Section, the City of Denton, the CM@Risk, and any Subcontractors will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the City of Denton, the CM@Risk, and any Subcontractors continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CM@Risk and any Subcontractors shall immediately notify the City of Denton Project Manager by telephone (such telephone notice to be confirmed in writing within two (2) calendar days of the inception of such occurrence). A detailed report describing at a reasonable level of detail the circumstances causing the non-performance or delay in performance shall follow not later than five (5) calendar days from the first telephone notice to the City.

6.20 COVENANT AGAINST CONTINGENT FEES

6.20.1 The CM@Risk warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Denton has any interest, financially, or otherwise, in the firm. The City of Denton will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.21 NON-WAIVER PROVISION

6.21.1 The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.22 JURISDICTION

6.22.1 This Contract will be deemed to be made under and will be construed in accordance with and governed by the laws of the State of Texas, without regard to the conflicts or choice of law provisions thereof. Under the provisions of Chapter 272 of the Texas Local Government Code, the City has waived its immunity by entering into this Contract. However, the City's sovereign immunity is waived only to the extent set forth by statute. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought and tried in the State District Courts located in Denton County, Texas, and for this purpose, each party hereby expressly and irrevocably consents to the sole and exclusive jurisdiction and venue of such Court.

6.23 SURVIVAL

6.23.1 All warranties, representations, and indemnifications by the CM@Risk will survive the completion or termination of this Contract.

6.24 MODIFICATION

6.24.1 No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract, except as expressly provided herein to the contrary.

6.25 SEVERABILITY

6.25.1 If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be

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enforceable to the fullest extent permitted by law.

6.26 INTEGRATION

6.26.1 This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.27 TIME IS OF THE ESSENCE

6.27.1 Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

6.28 THIRD PARTY BENEFICIARY

6.28.1 This Contract will not be construed to give any rights or benefits in the Contract to anyone other than the City and the CM@Risk. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City and the CM@Risk and not for the benefit of any other party.

6.29 COOPERATION AND FURTHER DOCUMENTATION

6.29.1 The CM@Risk agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

6.30 CONFLICT IN LANGUAGE

6.30.1 All work or Deliverables performed will conform to all applicable City of Denton codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

6.31 CITY'S RIGHT OF CANCELLATION

6.31.1 All parties hereto acknowledge that this Contract is subject to cancellation by the City of Denton pursuant to the provisions of Texas Local Government Code Chapters 252 and 272, Texas Government Code Chapter 2269, and the general laws of the State of Texas.

6.32 CONFIDENTIALITY OF PLANS & SPECIFICATIONS

6.32.1 Any plans or specifications received by the CM@Risk regarding this project are for official use only. The CM@Risk may not share them with others except as required to fulfill contract obligations with the City of Denton.

6.32.2 Any plans the CM@Risk generates must include the following statement in the Title Block on every page: "These plans are for Official use only and may not be shared with others except as required to fulfill the obligations of CM@Risk's contract with the City of Denton. This document must be kept secure at all times."

6.33 **Immigration Nationality Act.** CM@Risk 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, CM@Risk shall provide City with copies of all I-9 forms and supporting eligibility documentation for each CM@Risk employee who performs work under this Agreement. CM@Risk 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 CM@Risk employee who is not legally eligible to perform such services. **CM@RISK SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CM@Risk's EMPLOYEES.** City, upon written notice to CM@Risk, shall have the right to immediately terminate this Agreement for violations of this provision by CM@Risk.

6.34 **Prohibition on Contracts with Companies Boycotting Israel.** CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

6.35 **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**. CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

6.36 **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations.** CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

6.37 **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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk, 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.

6.38 **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies. T**he 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.

ARTICLE 7 – INSURANCE REQUIREMENTS

The CM@Risk, Subcontractors and Subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CM@Risk, its agents, representatives, employees, or Subconsultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the work under this Contract by the CM@Risk, his agents, representative, employees, or Subconsultants. CM@Risk is free to purchase such additional insurance as may be determined necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CM@Risk will provide coverage at least as broad and with limits of liability not less than those stated below.

7.1.1.1 Commercial General Liability-Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: "The City of Denton shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk". Policy shall contain waiver of subrogation against the City of Denton.

7.1.1.2 Automobile Liability
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

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(a) The policy shall be endorsed to include the following additional insured language: "The City of Denton shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk", including automobiles owned, leased or hired or borrowed by the CM@Risk".

7.1.1.3 Workers Compensation and Employers Liability

Workers Compensation	Statutory
Employers Liability	
Each Accident	$ 100,000
Disease – Each Employee	$ 100,000
Disease – Policy Limit	$ 500,000

(a) Policy shall contain waiver of subrogation against the City of Denton.

7.2 ADDITIONAL INSURANCE REQUIREMENTS

7.2.1 The policies shall include, or be endorsed to include, the following provisions.

7.2.2 On insurance policies where the City of Denton is named as additional insured, the City of Denton shall be an additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required by this Contract.

7.2.3 The CM@Risk's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

7.2.4 Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Contract.

7.2.5 PROFESSIONAL LIABILITY INSURANCE
If CONTRACTOR, SUBCONTRACTOR, or SUBCONSULTANT is a licensed or certified person who renders professional services, then Professional Liability Insurance to provide coverage against any claim which the CONTRACTOR, SUBCONTRACTOR, or SUBCONSULTANT becomes legally obligated to pay as 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.

7.3 SUBCONSULTANT INSURANCE

7.3.1 CM@Risk's certificate(s) shall include all subcontractors as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the CM@Risk, however, subconsultants limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate.

7.4 NOTICE OF CANCELLATION

7.4.1 Each insurance policy required by the insurance provisions of this Contract will provide the required coverage and not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent by certified mail, return receipt requested and sent directly to the City's Purchasing Manager at:

City of Denton
Attn: Purchasing Manager – Contract 8559
Purchasing Department
901-B Texas Street
Denton, TX 76209

7.5 ACCEPTABILITY OF INSURERS

7.5.1 Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Texas, and with an "A.M. Best" rating of not less than A-. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

7.6.1 The CM@Risk will furnish the City, Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

7.6.2 All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract

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and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

7.6.3 All certificates required by this Contract will be sent directly to the Engineering and Architectural Services Department Contracts Administration Section contracts officer for this Project. The City project/contract number and project description shall be noted on the certificates of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

7.7 APPROVAL

7.7.1 Any modification or variation from the insurance requirements in this Contract must be approved by the Law Department, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

This Contract will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on 08/20/2024.

CITY OF DENTON, TEXAS

BY: DocuSigned by: Sara Hensley
5236DB296270423...

Sara Hensley
Printed Name

City Manager
Title

CM@Risk
CORE Construction Services of Texas, Inc.

BY DocuSigned by: Gary Aanenson
FF849D4E5ADE485...

Gary Aanenson
Printed Name

Executive Vice President
Title

2024-1188073
Texas Ethics Commission
Certificate Number

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: DocuSigned by: Lauren Thoden
D09D09CAD33D487...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by: Marcella Lunn
4B070831B4AA438...

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

DocuSigned by: Trevor Crain Trevor Crain
SIGNATURE 7BA6EEAB1BC4F2... PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

Docusign Envelope ID: 1ED9FD0C-FBBD-48DA-ADAD-6C4199D2DCF5

6320 Research Rd.
Frisco, TX 75033

T 972.668.9340
F 972.668.9351

Exhibit A
Project Description
City of Denton – Fire Stations 5 & 6 Renovations

CORE Construction to provide Pre-Construction Services which may include but are not limited to all costs for pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis.
This phase will flow into our Construction Phase Services which shall include the demo of existing Fire Station #5. Build Fire Station #5 and #6 that meet required safety standards for employees and equipment, including private sleeping and hygiene areas, cancer reduction features and adequate ventilation and heating systems in vehicle bay areas. This also includes installation of a new full-building generator system.

CORE to coordinate with the Extreme Modular Building ("EMB") manufacturer and provide concrete pad in which the EMB building will be placed upon for temporary use of Fire Department fire station #5. Upon completion of the new Fire Station #5, CORE shall coordinate the relocation or removal of EMB building.

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EXHIBIT B – SUBMITTAL REQUIREMENTS FOR THE GMP

GMP submittal, one copy for review.

One printed, signed original copy and a digital copy in searchable PDF format will be requested by the City of Denton prior to contract execution.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values – summary spreadsheet and backup documents
4. List of Plans and Specifications used for GMP Proposal
5. List of clarification and assumptions
6. Project Schedule

1. Scope of work will consist of a brief description of the work to be performed by CM@Risk and major points that the CM@Risk and the City must be aware of pertaining to the scope. (normally one paragraph is sufficient.)

2. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:

   The general conditions fee includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT #: **DATE:**
PROJECT NAME:

GMP Summary					**AMOUNT**
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)				$
B.	CM@Risk's Contingency				$
C.	Additional Marketplace Risk Contingency				$
INDIRECT COSTS				RATE	
D.	Construction Fee			%	$
E.	General Conditions				$
	E1	Payment and Performance Bond	$		
	E2	Insurance	$		
	E3	Two Year Maintenance Bond	$		
			G. TOTAL GMP		**$**
			H. Owner's Contingency		**$**
			I. Contract Amount		**$**

Substantial Completion **XXX** **Calendar Days**

Final Completion **XXX** **Calendar Days**

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(**Do not acquire bond or insurance until notified by the City of Denton Project Manager.)**

3. Schedule of Values – Spread sheet with the estimated bid or cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CM@Risk's construction phase fee. The supporting documents for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification s and assumptions used for each of the particular bid item listed on the schedule of values, if applicable.

4. A final variance report shall also be provided, showing the delta between the CM@Risk's most recent Control Estimate and the proposed GMP items a level of detail acceptable to the City and their consultants.

5. A final variance report shall also be provided, showing the delta between the CM@Risk's most recent Control Estimate and the proposed GMP items a level of detail acceptable to the City and their consultants.

6. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by CM@Risk, Design Consultant, and Project Manager using the format below.

Plans Used For Preparation of GMP No.	
CM@Risk	Date
Design Consultant	Date
Project Manager	Date

7. A list of the clarifications and assumptions made by the CM@Risk in the preparation of the GMP proposal, to supplement the information contained in the documents.

8. A Critical Path Method (CPM) diagram construction schedule.

9. The CM@Risk shall provide any of the above submittals in their native file format (e.g. .docx, .xls. .xer, etc.) before GMP approval, when requested by the City or their consultants.

10. The CM@Risk shall provide any of the above submittals in their native file format (e.g. .docx, .xls. .xer, etc.) before GMP approval, when requested by the City or their consultants.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

Final GMP submittal will consist of the following:

1. One printed copy of the GMP and one digital copy in searchable PDF format.
2. One copy of the plans and technical specifications used to arrive at the GMP (signed by Design Professional, CM@Risk and City's Project Manager).

For questions regarding the submittal requirements, please contact City of Denton Project Manager.

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Exhibit CIQ

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.**

CORE Construction Services of Texas, 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 DocuSigned by:
Mary Clarenson
FF849D4E5ADE485...
Signature of vendor doing business with the governmental entity

8/1/2024
Date

Docusign Envelope ID: 1ED9FD0C-FBBD-48DA-ADAD-6C4199D2DCF5

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.

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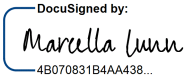
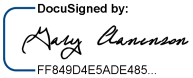
Certificate Of Completion

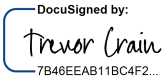
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Status: Completed
Subject: Please DocuSign: City Council Contract 8559 CMAR Pre-Construction Services for Fire Station 5&6
Source Envelope:
Document Pages: 31
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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

Record Tracking

Status: Original
7/31/2024 8:35:59 AM
Holder: Cori Power
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: 7/31/2024 8:43:01 AM Viewed: 7/31/2024 8:43:28 AM Signed: 7/31/2024 8:44:46 AM
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	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/31/2024 8:44:50 AM Viewed: 7/31/2024 8:53:07 AM Signed: 7/31/2024 8:53:26 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/31/2024 8:53:30 AM Viewed: 7/31/2024 4:13:32 PM Signed: 7/31/2024 4:16:48 PM
Gary Aanenson GaryAanenson@COREConstruction.com Executive Vice President CORE Construction Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/13/2022 4:01:32 PM ID: 96bdaf13-b4a5-49f0-ae76-ac48511280c5	DocuSigned by:  FF849D4E5ADE485... Signature Adoption: Pre-selected Style Using IP Address: 99.66.180.50	Sent: 7/31/2024 4:16:54 PM Viewed: 8/1/2024 6:12:20 AM Signed: 8/1/2024 6:12:57 AM

Signer Events	Signature	Timestamp
Trevor Crain Trevor.Crain@cityofdenton.com Director of Capital Projects City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/1/2024 7:18:01 AM ID: 19851d2d-1efd-4a5b-b041-968c8bae1159	DocuSigned by:  7B46EEAB11BC4F2... Signature Adoption: Pre-selected Style Using IP Address: 70.237.27.78 Signed using mobile	Sent: 8/1/2024 6:13:01 AM Viewed: 8/1/2024 7:18:01 AM Signed: 8/1/2024 7:18:24 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	**Completed** Using IP Address: 198.49.140.10	Sent: 8/1/2024 7:18:29 AM Viewed: 8/21/2024 8:31:16 AM Signed: 8/21/2024 8:31:28 AM
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 107.77.196.182 Signed using mobile	Sent: 8/21/2024 8:31:31 AM Viewed: 8/21/2024 9:07:53 AM Signed: 8/21/2024 9:08:08 AM
Lauren Thoden lauren.thoden@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  D09D09CAD33D487... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/21/2024 9:08:12 AM Viewed: 8/21/2024 2:41:12 PM Signed: 8/21/2024 2:41:25 PM

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: 7/31/2024 8:44:51 AM

Carbon Copy Events	Status	Timestamp
Jennifer Martin jennifermartin@coreconstruction.com Contracts Manager CORE Construction Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/31/2024 4:16:52 PM Viewed: 8/21/2024 3:01:14 PM
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: 8/1/2024 7:18:28 AM Viewed: 8/1/2024 10:54:50 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/21/2024 2:41:30 PM Viewed: 8/21/2024 4:35:31 PM
Giovanni.Pineiro-Villalba Giovanni.Pineiro-Villalba@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/8/2024 1:09:05 PM ID: e799b3b9-4833-40ad-9bd9-cc746a8c6d34	COPIED	Sent: 8/21/2024 2:41:31 PM Viewed: 8/21/2024 3:07:00 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/31/2024 8:43:01 AM
Certified Delivered	Security Checked	8/21/2024 2:41:12 PM
Signing Complete	Security Checked	8/21/2024 2:41:25 PM
Completed	Security Checked	8/21/2024 2:41:31 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.

Fire Stations #5 & #6





Construction Manager at Risk
"CMAR"
Construction Phase Services
Contract
City Council
July 22, 2025

IMPROVING DENTON

Temp Fire Station#5

- Temporary living quarters for (6) personnel
- Temporary 60’X40’ Sprung Structure for Apparatus Bay
- Temporary Station #5 will continue to support the surrounding area

Fire Station #5

- 14,635 SF single story new Fire Station located at 2330 W. Windsor
- 4 Apparatus Bays
- Designated Swift Water Storage
- Living space for (10) personnel including (2) officers

Fire Station #6

- 13,230 SF new Fire Station located at the intersection of Hunters Creek and Teasley LN
- 3 Apparatus Bays
- Living space for (10) personnel

Construction Manager at Risk (CMAR) GMP Process

1. GMP Proposal consists of three packages (Fire Station 5 Demo and Construction, Temporary Fire Station 5, and Fire Station 6)
2. CMAR competitively bid the different scopes of work to arrive at a Guaranteed Maximum Price (GMP).
3. In an effort to reduce the construction cost and upon negotiations, the Guaranteed Maximum Price proposal was converted to a Stipulated Lump Sum Proposal. The cost includes all direct and indirect costs associated with the construction of the Fire Stations 5 & 6.

CMAR Construction Cost Summary

Work Category	General Contractor	Unit	Total Cost
Fire Station#5	CORE Construction	1	$ 10,846,436.00
Temp Fire Station #5	CORE Construction	1	$ 10,320,692.00
Fire Station #6	CORE Construction	1	$ 1,432,872.00
Total			**$ 22,600,000.00**
City of Denton Contingency (5%)			$ 1,130,000.00
TOTAL			**$ 23,730,000.00**

ALLOWANCES INCLUDED IN GMP			
Fire Station #5 Allowances			
City/TAS Comments			$ 5,000.00
Station Alerting System			$ 150,000.00
ERRS			$ 29,270.00
Cell Booster			$ 14,635.00
Graphics			$ 12,500.00
Infrared Sauna			$ 12,000.00
Pier Casing			$ 87,500.00
SCBA Fill/Wash Station and Air Compressor			$ 150,000.00
Fire Station #6 Allowances			
City/TAS Comments			$ 5,000.00
Station Alerting System			$ 150,000.00
ERRS			$ 26,462.00
Cell Booster			$ 13,231.00
Graphics			$ 12,500.00
Infrared Sauna			$ 12,000.00
Pier Casing			$ 102,500.00
SCBA Fill/Wash Station and Air Compressor			$ 150,000.00
Temp Fire Station #5 Alloowances			
City/TAS Comments			$ 5,000.00
Station Alerting System			$ 15,000.00
Shed for Fire Riser and Foundation			$ 3,500.00
New Sprinkler Piping and Heads			$ 15,000.00
Trailer Plumbing Connectioins			$ 10,000.00
HVAC for Trailer and Heater for Shed			$ 20,000.00
Temporary Services During Operation			$ 60,000.00
Setup Charges for Living Quarters			$ 20,000.00
Electrial Salvaging			$ 30,000.00
Generator Relocation and Misc Items			$ 20,000.00

Project Schedule

- Design Approval March 18, 2024
- CMAR Pre-Con services approved July 24, 2024
- Construction contract approval July 22nd, 2025
- Construction begin August 2025
- Estimated construction completion
  - Fire Station #5 April 2027
  - Fire Station #6 November 2026



Staff Recommendation

Approval of a contract between the City of Denton and Core Construction, Inc. in the not-to-exceed amount of $ 23,730,000.00

Total CMAR GMP No.1 Amount	$22,600,000.00
Owner's Contingency	$1,130,000.00
Total Contract NTE Amount	$23,730,000.00

IMPROVING DENTON

Questions?

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGER AT RISK CONTRACT WITH CORE CONSTRUCTION SERVICES OF TEXAS, INC., FOR CONSTRUCTION PHASE SERVICES FOR THE FIRE STATIONS 5 & 6 PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8559 – AWARDED TO CORE CONSTRUCTION SERVICES OF TEXAS, INC., INCLUDING THE GUARANTEED MAXIMUM PRICE IN THE NOT-TO-EXCEED AMOUNT OF $23,730,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for construction phase services for the Fire Stations 5 & 6 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 request for 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 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
8559	Core Construction Services of Texas, Inc.	$23,730,000.00

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 _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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 _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

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Docusign City Council Transmittal Coversheet

FILE	8559
File Name	CMAR Construction Phase Services for Fire Station 5&6 GMP1
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

DS
LH

Docusign Envelope ID: DD189DE9-B5AE-47A0-87AF-848064D31D13

CITY OF DENTON, TEXAS

CONSTRUCTION MANAGER AT RISK FOR FIRE STATION 5 & 6

CONSTRUCTION MANAGER AT RISK
CONSTRUCTION PHASE SERVICES

CONTRACT NO. 8559

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CITY OF DENTON

FIRE STATION 5 & 6

CONSTRUCTION MANAGER AT RISK CONSTRUCTION SERVICES

GMP No. 1

Project No. 240006-1 & 240007-1 CONTRACT NO. 8559

THIS AGREEMENT, made and entered as of _____ by and between City of Denton, hereinafter designated the "City" and CORE Construction Services of Texas, Inc., hereinafter designated the "Construction Manager at Risk" or "CM@Risk" or "Contractor"

RECITALS

A. The City Manager of the City of Denton, Texas, or their designee, is authorized and empowered by provisions of the City Charter to execute contracts for construction services.

B. The City intends to construct Fire Station 5 & 6 as more fully described in Exhibit A attached.

C. To undertake the Project the City has entered into a contract with Martinez Architects, LP, hereinafter referred to as the "Design Professional."

D. The CM@Risk has represented to the City the ability to provide the construction phase services described herein and to construct the Project and based on this representation the City engages the CM@Risk to provide these services and construct the Project.

E. Contract No. 8559 has been executed previously between City and CM@Risk to perform Preconstruction Phase services. Those services may continue during the duration of this Construction Phase Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

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Article 1 - Definitions

"Agreement" ("Contract") means this written document signed by the City and CM@Risk covering the construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract. The terms Agreement and Contract shall be used interchangeably throughout unless specifically stated otherwise.

"Approved GMP" means any GMP or GMP amendment agreed to by the parties in accordance with this Agreement.

"Application for Payment" – See definition for Payment Request.

"Architect" means the qualified, licensed person, firm or corporation who furnishes architectural services required for the Project.

"Asbestos" means asbestiform varieties of chrysotile (serpentine), crocidolite (riebeckite), amosite (cummingtonite-grunerite), anthophyllite, tremolite, or actinolite or any material that contains one percent or more of any asbestiform variety. Refer to the Texas Administrative Code, Title 25, Chapter 296.

"Change Directive" means a written order prepared and signed by City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Certificate of Substantial Completion" has the meaning given such term in Subsection 4.1.5.

"Change Order" means a type of contract amendment issued after execution of this Agreement or future GMP Amendments signed by City and CM@Risk, agreeing to changes to an agreement. The Change Order will state the following: the addition, deletion, or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Contract terms.

"City ("Owner" or "OWNER") means the City of Denton, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contact. Regulatory activities handled by the City of Denton Developmental Services, Fire, Engineering, Facilities, Municipal Electric, and Planning Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.

"City's Representative" means the person designated in Subsection 8.3.1.2.

"City's Senior Representative" means the person designated in Subsection 8.3.1.1.

"CM@Risk" or "Contractor" means the firm selected by the City to provide construction services as detailed in this Agreement.

"CM@Risk's Representative" means the person designated in Subsection 8.3.2.2.

"CM@Risk's Senior Representative" means the person designated in Subsection 8.3.2.1.

"Contingency, Owner's" – A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or unforeseen site conditions. Use and management of the Owner's Contingency is described in Section 5.1.

"Contract Documents" means the following items and documents in descending order of precedence executed by the City and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments (provided however, that in the event there is any

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inconsistency, ambiguity, or discrepancy between this Agreement and Exhibit 'B' then precedence shall be given to Exhibit 'B' and for any other inconsistency, ambiguity, discrepancy between this Agreement and any other Exhibit or Attachment, then precedence shall be given to the terms of this Agreement); (iii) Construction Documents; (iv) GMP Plans and Specifications.

"Construction Documents" The plans, specifications, and drawings prepared by the Design Professional and issued as approved for construction meaning the documents are sealed by the Design Professional, signed and acceptable for permitting.

"Construction Fee" means the lump sum amount for CM@Risk's administrative costs for branch or home office overhead, and profit at the time of GMP.

"Contract Price" means the amount or amounts set forth in Article 5.

"Contract Time" means the Days as set forth in Article 4 the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Project.

"Cost of the Work" The direct costs or stipulated rates necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees (if not paid for by City), materials testing, General Conditions Costs, and related items. The Cost of the Work shall not include the CM@Risk's Construction Fee.

"Critical Path" means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

"Day(s)" mean calendar days unless otherwise specifically noted in the Contract Documents.

"Preconstruction Phase Contract" means the agreement between the City and CM@Risk for services provided by the CM@Risk during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, MBE/WBE/SBE utilization, subcontractor bid phase services, and GMP preparation.

"Design Professional" means a qualified, licensed design professional, including an Engineer or Architect, who furnishes design and/or construction administration services required for the Project. A Design Professional is referenced in Recital C, above.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Engineer" The qualified, licensed person, firm or corporation who furnishes engineering services required for the Project.

"Final Acceptance" means the completion of the Work as prescribed in Section 4.2.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"Guaranteed Maximum Price" or "GMP" means the lump sum provided within GMP submission.

"GMP Amendment" means an amendment, executed in writing and signed by both parties, to the GMP.

"GMP Plans and Specifications" means the plans and specifications upon which the Guaranteed Maximum

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Price proposal is based as listed in the GMP proposal.

"Hazardous Environmental Condition" means the presence at the site of Asbestos, PCB's, Petroleum, Hazardous Waste, Radioactive Material, or other materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

"Hazardous Material or Substance" includes any material in such quantity, concentration, and physical or chemical characteristics including, but not limited to, ignitability or toxicity, so as to be capable of posing an unreasonable risk to health, safety and/or property if released into the atmosphere, transported, stored, or disposed of.

"Hazardous Waste" means any solid waste listed as hazardous or possesses one or more hazardous characteristics as defined in the federal waste regulations, as amended from time to time.

"Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Milestones" - A principal event in the performance of the Work that the Contract requires CM@Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

"Notice to Proceed" or "NTP" means the directive issued by the City, authorizing the CM@Risk to start Work. Such notice shall be provided to the CM@Risk at least seven days prior to the commencement date stipulated herein and shall be provided no later than 30 days after the GMP proposal is approved by the City and all the required documentation is received by the City.

"Payment Request" means the City form used by the CM@Risk to request progress payments for Work in accordance with Article 7.

"PCB's" means polychlorinated biphenyls.

"Performance Period" means the period of time allotted in the Contract Documents to substantially complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP proposal and shown on the Project Schedule.

"Petroleum" means 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), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM@Risk to illustrate materials or equipment for some portion of the Work.

"Project" means the Work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in each Approved GMP.

"Project Schedule" means a schedule, prepared and maintained by CM@Risk, describing the sequence and duration of the activities comprising the CM@Risk's plan to accomplish the Work within the Contract Times.

"Project Record Documents" means the documents created pursuant to Section 2.10.

"Radioactive Material" Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

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"Samples" means physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be evaluated.

"Shop Drawings" mean drawings, diagrams, schedules, submittals and other data specially prepared for the Work by the CM@Risk or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

"Site" means the land or premises on which the Project is located generally described in in Exhibit A.

"Specifications" means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto as listed in the GMP proposal.

"Subcontractor" means an individual or firm having a direct contract with the CM@Risk or any other individual or firm having a contract with the aforesaid individual or firm at any tier, who undertakes to perform a part of the construction phase Work for which the CM@Risk is responsible.

"Subconsultant" - A person, firm or corporation having a contract with the CM@Risk to furnish services required as its independent professional associate or consultant with respect to the Project.

"Substantial Completion" means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) receipt of written confirmation after final inspections by the applicable electrical, plumbing, City Fire Marshall, health department, and other local and state officials having jurisdiction, stating the project is ready for occupancy by the City; (ii) all systems in place, and confirmed to be fully functional to satisfaction of the City and its representatives; (iii) all materials and equipment installed; (iv) all systems reviewed and accepted by the City; (v) draft O&M manuals and record documents reviewed and accepted by the City; (vi) City operation and maintenance training complete; (vii) landscaping and site work; and (viii) final cleaning. In addition to the other requirements of the Contract Documents, and without limitation, the CM@Risk must also have obtained the written approval and issuance of any occupancy permits required by the laws of local government(s) and the State of Texas before the CM@Risk shall be deemed to have achieved Substantial Completion. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed letter pursuant to Subsection 2.4.3.

"Supplier" means a manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CM@Risk or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

"Work" means the entire completed construction or the various separately identifiable parts thereof, required by the Agreement to be furnished and installed during the construction phase. "Work" includes and is the result of performing or furnishing supervision and labor; and furnishing and incorporating materials, resources, and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

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Article 2 – CM@Risk's Services and Responsibilities

2.0 The CM@Risk shall furnish any and all supervision, labor, materials, equipment, transportation, utilities, services, and facilities required to perform all Work required by the Contract Documents, and to completely and totally construct the same and install the material therein for the City. All Work will be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CM@Risk in Denton, Texas. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents as modified. It is not required that the services be performed in the sequence in which they are described.

2.1. General Services

2.1.1. CM@Risk's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. CM@Risk's Representative shall communicate regularly with City but not less than once a week and shall be vested with the authority to act on behalf of CM@Risk. CM@Risk's Representative may be replaced only with the written consent of City.

2.1.2 City's Project Management Information System (Procore)

2.1.2.1 The CM@Risk will be required to maintain all project records in electronic format. The City provides a web-based project management database which the CM@Risk will be required to utilize in the fulfillment of the contract requirements. Although this electronic platform does not fulfill this requirement in its entirety, the CM@Risk will be required to utilize this platform as the basis for this Work. Any documents submitted to the City in electronic format shall be considered equivalent to an original of such document.

2.1.2.2 The CM@Risk can expect to use Procore to process all primary level tri-partite contract documents related to the construction phase of the Project including but not limited to: requests for interpretation/information, potential Change Orders, Change Orders, construction meeting minutes, Submittals, Design Professional's supplemental instructions and Payment Requests.

2.1.2.3 The CM@Risk will be required to process information into electronic digital form. In order to fulfill this requirement, the CM@Risk shall provide all necessary equipment to perform the functions necessary to generate, convert, store, maintain, connect to Procore, and transfer electronic data.

2.1.2.4 CM@Risk shall provide a computerized networked office platform with broadband internet connectivity. Wired or wireless is acceptable. This platform shall function well in a web-based environment utilizing an internet browser compatible with the City Procore system.

2.2 Government Approvals and Permits

2.3.1 Unless otherwise provided, CM@Risk shall obtain or assist the City to obtain all necessary permits, approvals, and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. **The CM@Risk is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.**

2.3.2 Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

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2.3.3 City shall be responsible for all City of Denton review and permit(s) fees for building and demolition permits. City will also pay review and permit fees for grading and drainage, water, sewer, right-of-way, gas service, electrical service, and landscaping; assessments against the property, including property tax, developmental excise and similar taxes; sewer, water, and related utility tap fees; and sewer plant improvement fees, unless exempted under Texas law. City shall also pay for utility design fees for permanent services.

2.3.4 CM@Risk shall be secure and pay for all other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded not specifically listed in Subsection 2.3.3 above. Specifically, and without limitation, the CM@Risk is responsible for the cost of meter(s), and all utility bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are the CM@Risk's responsibility.

2.4 Pre-construction Conference

2.4.1 Prior to the commencement of any Work, the City's Representative will schedule a pre-construction conference.

2.4.2 The purpose of this conference is to establish a working relationship between the CM@Risk, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Record Project Documents required, and emergency telephone numbers for all representatives involved in the course of construction.

2.4.3 The Notice to Proceed date will be agreed to. After the meeting, and once permits have been released, a Notice to Proceed letter will be issued confirming the construction start date, Performance Period, and, if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion will be listed.

2.4.4 The CM@Risk shall provide a schedule of values based on the categories of the Work but not greater than the approved GMP. The schedule of values will subdivide the Work into all items comprising the Work.

2.4.5 Minimum attendance by the CM@Risk shall be the CM@Risk's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CM@Risk's safety officer.

2.5 Control of the Work

2.5.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, CM@Risk shall provide through itself, its Vendors or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit CM@Risk to complete the Work consistent with the Contract Documents.

2.5.2 CM@Risk shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. CM@Risk shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.

2.5.3 CM@Risk, the CM@Risk's Representative or other authorized representative shall be present at the Site at all times that construction activities are taking place.

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2.5.3.1 All elements of the Work shall be under the supervision of a superintendent employed by the CM@Risk for the purpose; or their designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

2.5.3.2 The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. Substitution or other significant personnel changes which may affect the Contractor's on-site personnel must be preceded by written notification of the Architect and Owner no less than seven (7) business days before the anticipated event. Such proposed changes must be approved by the Architect and Owner in writing. The Contractor shall designate a second person in charge in writing in the event the Superintendent is temporarily absent due to illness, vacation, or any other cause(s).

2.5.4 In the event of noncompliance with this Section, the City may require the CM@Risk to stop or suspend the Work in whole or in part. Where the Contract Documents require that a particular product be installed and/or applied, or the installation and/or application be observed by an entity approved by the manufacturer, it is the CM@Risk's responsibility to ensure the Subcontractor employed for such Work is approved by the manufacturer; or their installation and/or application is so observed.

2.5.5 Before ordering materials or doing work, the CM@Risk and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No increase to the approved GMP will be allowed because of differences between actual dimensions and the dimensions indicated in the Contract Documents; differences, which may be found, shall be submitted to the City for resolution before proceeding with the Work.

2.5.6 The CM@Risk shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM@Risk with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the City at once.

2.5.7 The CM@Risk shall establish and maintain all primary building and construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a licensed civil engineer or surveyor in the State of Texas.

2.5.8 Any person employed by the CM@Risk or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CM@Risk or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. **THE CM@RISK OR SUBCONTRACTOR SHALL HOLD THE CITY HARMLESS FROM DAMAGES OR CLAIMS WHICH MAY OCCUR IN THE ENFORCEMENT OF THIS SECTION.**

2.5.9 CM@Risk assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor, including but not limited to any third-party beneficiary rights.

2.5.10 CM@Risk shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, CM@Risk agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.6 Control of the Site

2.6.1 Throughout all phases of construction, including suspension of Work, CM@Risk shall keep the

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Site reasonably free from debris, trash, and construction wastes to permit CM@Risk to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CM@Risk shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

2.6.2 CM@Risk shall take all reasonable steps, procedures, or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the local requirements.

2.6.3 CM@Risk shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CM@Risk shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.6.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the CM@Risk. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all other adversity is solely the responsibility of the CM@Risk.

2.6.5 See Exhibit W – Use of Site, Delivery & Storage for more detailed information on the CM@Risk's responsibilities for maintaining and using the site.

2.7 Shop Drawings, Product Data and Samples

2.7.1 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 CM@Risk proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.7.2 The CM@Risk shall review, approve, verify, and submit to the City each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit B as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the CM@Risk, which are not required by the Contract Documents, may be returned without action.

2.7.3 The CM@Risk 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 City. Such Work shall be in accordance with approved submittals.

2.7.4 By approving, verifying, and submitting Shop Drawings, Product Data, Samples, and similar submittals, the CM@Risk represents that the CM@Risk has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

2.7.5 The CM@Risk shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless the CM@Risk has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. The CM@Risk shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval thereof.

2.7.6 The CM@Risk shall direct specific attention, in writing or on resubmitted Shop Drawings,

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Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.

2.7.7 Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

2.7.8 When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.8 Quality Control, Testing and Inspection

2.8.1 The CM@Risk shall follow the project-specific construction quality control requirements defined in the Construction Management Plan created, reviewed, and approved under the Preconstruction Phase Agreement. The following requirements are in addition to those found in the Construction Management Plan, and shall be incorporated into the Construction Management Plan for the construction phase.

2.8.2 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.8.3 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances, or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.8.4 The procedures and methods used to sample, and test material will be determined by the City, in consultation with the Design Professional.

2.8.5 The City may select a pre-qualified City or independent testing laboratory and may perform additional acceptance testing at the City's cost.

2.8.5.1 When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid for by the CM@Risk.

2.8.5.2 When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.8.6 The CM@Risk will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.8.7 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.8.8 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the CM@Risk as a Cost of the Work, unless otherwise provided in the Contract Documents or unless required by Chapter 2269 of the Texas Government Code.

2.8.9 CM@Risk's convenience and quality control testing and inspections shall be the sole responsibility of the CM@Risk and paid by the CM@Risk as a Cost of the Work.

2.9 Trade Names and Substitutions.

2.9.1 Contract Document references to equipment, materials, or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, substitute, or alternate items may be permitted, subject to the following:

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2.9.2 The substitution shall be submitted by CM@Risk in writing to the City.

2.9.3 The CM@Risk shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.9.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.9.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.9.6 The CM@Risk if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.9.7 The City will make the final decision and will notify the CM@Risk in writing as to whether the substitution has been accepted or rejected. If the City does not respond in a timely manner, the CM@Risk shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

2.10 Project Record Documents

2.10.1 During the construction period, the CM@Risk shall maintain at the jobsite a set of the Construction Document drawings, specifications and Shop Drawings for Project Record Document purposes.

2.10.1.1 The CM@Risk shall update these documents to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry & device locations.
- Revisions to low voltage systems & controllers/sensors/device locations.
- Actual equipment locations.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.10.1.2 Mark completely and accurately Project Record Construction Documents or Shop Drawings, when Shop Drawings are the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference to the Shop Drawings on the appropriate Construction Documents location.

2.10.1.3 Note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.10.1.4 The CM@Risk shall as a condition of Substantial Completion, submit Project Record Drawing and Shop Drawings prints to the City or its representative for review and comment.

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2.10.2. Upon receipt of the reviewed Project Record Drawings from the City, the CM@Risk shall correct any deficiencies and/or omissions to the drawings and prepare for submission to the City within 14 Days.

2.11 Project Safety

2.11.2. CM@Risk recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury, or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.11.3. CM@Risk assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.11.4. CM@Risk shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CM@Risk's safety representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.11.5. The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CM@Risk's personnel, Subcontractors, and others as applicable.

2.11.6. CM@Risk and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.11.7. CM@Risk will report in writing any safety-related injury, loss, damage, or accident arising from the Work to City's Representative in not less than four (4) hours (via email); follow up with a full, written report on details, causes and results of the incident within two (2) business days; and submit an incident prevention and "lessons learned" within one (1) week of the occurrence. To the extent mandated by Legal Requirements, report the incident as required to all government or quasi-government authorities having jurisdiction over safety- related matters involving the Project or the Work.

2.11.8. CM@Risk's responsibility for safety under this Section is not intended in any way to relieve Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.12 Warranty

2.12.1 CM@Risk warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.12.2. CM@Risk's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than CM@Risk or anyone for whose acts CM@Risk may be liable.

2.12.3. CM@Risk's warranty obligation shall be for two years. One (1) year warranty included for all labor, material, and equipment. 2nd year warranty included to account for any repairs of the Work requiring labor and/or miscellaneous materials only. Equipment and installed manufactured goods shall provide

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a one (1) year warranty or manufacturer standard warranty of no less than one (1) year, whichever is greater.

2.12.4. Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. CM@Risk will provide City with all manufacturers' warranties upon Substantial Completion.

2.12.5. See Exhibit V – Warranty Requirements for more detailed information on the CM@Risk's warranty responsibilities.

2.13 Correction of Defective Work

2.13.2. CM@Risk agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of two years from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents. City agrees that CM@Risk shall provide a one (1) year warranty included for all labor, material, and equipment. 2nd year warranty included to account for any repairs of the Work requiring labor and/or miscellaneous materials only. Equipment and installed manufactured goods shall provide a one (1) year warranty or manufacturer standard warranty of no less than one (1) year, whichever is greater. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.13.3. During the Work, CM@Risk shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk, and its surety, with written notice that City will commence correction of such nonconforming Work with its own forces.

2.13.4. CM@Risk shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above, within seven (7) Days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps within such seven (7) Day period, City, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk, and its surety, with written notice that City will commence correction of such nonconforming Work with its own forces.

2.13.5. If City does perform such corrective Work, CM@Risk and/or its surety shall be responsible for all reasonable costs incurred by City in performing such correction.

2.13.6. If the nonconforming Work creates an emergency requiring an immediate response, the CM@Risk will respond and initiate corrections within twenty-four hours.

2.13.7. The warranty period referenced in Subsection 2.12.1 above applies only to CM@Risk's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding CM@Risk's other obligations under the Contract Documents.

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Article 3 - City's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 City shall, throughout the performance of the Work, cooperate with CM@Risk and perform its responsibilities, obligations, and services in a timely manner to facilitate CM@Risk's timely and efficient performance of the Work and so as not to delay or interfere with CM@Risk's performance of its obligations under the Contract Documents.

3.1.2 City shall furnish at the CM@Risk's request, at no cost to the CM@Risk, a CADD file of the Construction Documents in AutoCAD format compatible with City of Denton Engineering and Architectural Services Department CADD technology.

3.1.3 The City will, if needed, provide training in the use and operation of the Procore system.

3.2 City's Representative

3.2.1 City's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit CM@Risk to fulfill its obligations under the Contract Documents.

3.2.2 City's Representative shall also provide CM@Risk with prompt notice if it observes any failure on the part of CM@Risk to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Contract Documents.

3.2.3 The City may utilize its own or a third party's field staff to assist the City's Representative during construction in observing performance of the CM@Risk and performing other City functions. This field staff is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory agency or with an inspector from a City laboratory or materials testing and special inspections firm contracted to the City pursuant to Subsection 2.8.5.

3.2.3.1 Through onsite observation of the Work in progress and field checks of materials and equipment, the field staff shall endeavor to provide protection against defects and deficiencies in the Work.

3.2.3.2 The field staff will be authorized to review all Work and materials furnished. Such review may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.3 The field staff will not be authorized to issue instructions contrary to the Construction Documents or to act as a supervisor for the CM@Risk.

3.2.3.4 The field staff shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.2.3.5 The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequence or procedures, or for safety precautions or programs or responsibility for the CM@Risk's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The City may contract separately with one or more Design Professionals to provide services for the project. The Design Professional's contract(s) as well as other firms hired by the City to provide services on the project shall be furnished to the CM@Risk. The CM@Risk shall not have any right however, to limit or restrict any contract modifications that are mutually acceptable to the City and Design Professional.

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3.3.2 The City may contract with the Design Professional or a designated third party to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The City and CM@Risk shall endeavor to communicate through the Design Professional or designated third party. Communications by and with the Design Professional's consultants shall be through the Design Professional.

3.3.2.2 Make visits to the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and work in progress and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional will keep the City informed of progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority, but not the responsibility to reject construction which does not conform to the Construction Documents; and may require additional inspection or testing of the construction in accordance with Section 2.8.

3.3.2.3 Review and approve or take other appropriate action upon the CM@Risk's submittals such as Shop Drawings, Product Data and Samples in accordance with Section 2.7.

3.3.2.4 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CM@Risk. The Design Professional's or designated third party's response to such requests will be made with reasonable promptness and within any time limits agreed upon.

3.3.2.5 Prepare Change Orders and may authorize minor changes in the Work as provided in Subsection 6.6.1.

3.3.2.6 Conduct reviews to determine Substantial Completion and Final Acceptance.

3.3.2.7 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by the CM@Risk.

3.4 **City's Separate Contractors.** City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with, CM@Risk in order to enable CM@Risk to timely complete the Work consistent with the Contract Documents. Any City separate contractors will be subject to City insurance and subrogation requirements.

3.5 **Permit Review and Inspections**.

3.5.1 If requested by the CM@Risk, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

3.5.2 Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

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Article 4 - Contract Time

4.0. Contract Time.

4.0.1. Contract Time shall start with the commencement date established in the Notice to Proceed for the first Approved GMP and end with Substantial Completion.

4.0.2. Each GMP will establish a separate commencement date and a date of Substantial Completion and a Performance Period. The Performance Periods may not be sequential and may run concurrently. The Period to achieve Substantial Completion for each GMP shall be set forth in each GMP submission.

4.0.3. CM@Risk agrees that it will commence performance of the Work and achieve the Performance Periods and Contract Time.

4.0.4. All of the times set forth in this Article 4 shall be subject to adjustment in accordance Article 6.

4.1. Substantial Completion

4.1.1. Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion shall be in accordance with its definition in Article 1. and with the criteria set forth in the Notice to Proceed.

4.1.2. Prior to notifying the City in accordance with Subsection 4.1.3 below, the CM@Risk shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The CM@Risk shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CM@Risk to complete all Work in accordance with the Contract Documents.

4.1.3. CM@Risk shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4. Within five (5) days of City's receipt of CM@Risk's notice, City and CM@Risk will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5. If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within forty-five (45) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CM@Risk's responsibility for the Project's security, maintenance, utilities, and insurance pending Final Acceptance, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6. City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Subsection 4.1.5 above, (ii) CM@Risk and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CM@Risk agree that City's use or occupancy will not interfere with CM@Risk's completion of the remaining Work.

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4.2. **Final Acceptance.** Upon receipt of written notice that the Work or identified portions of the Work is ready for final acceptance, City, Design Professional and CM@Risk will jointly verify that the remaining items of Work have been completed as set forth in Subsection 4.1.5. The City will issue a Final Acceptance Letter and payment pursuant to Section 7.5.

4.3. **Liquidated Damages.**

4.3.1. CM@Risk recognizes that ***TIME IS OF THE ESSENCE*** for the CM@Risk to achieve Substantial Completion and City will suffer financial loss if the Work is not completed within the Contract Time. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City Two Thousand Dollars ($2,000.00) for each day that expires after the Contract Time, as adjusted in accordance with this Contract, until the Day that Substantial Completion occurs. Contractor shall achieve Final Completion within forty-five (45) calendar days of Substantial Completion. Contractor shall pay City One Thousand Dollars ($1000.00) for each day that expires after the contract time, as adjusted in accordance with this Contract, until the day that Final Acceptance occurs.

4.3.2. The City may at its sole discretion deduct from any monies due or which may become due the CM@Risk, a sum as specified herein, for each and every calendar day that the Work shall remain uncompleted. This sum shall be considered, not as penalty, but as the cost(s) for substantial losses suffered by the public and the City. Liquidated damages are intended to compensate the City for the CM@Risk's failure to meet the deadlines set forth herein, and shall not excuse the CM@Risk from liability from any other breach of requirements of the Contract Documents, including any failure of the Work to conform to applicable requirements. The CM@Risk agrees that the sums in Section 4.3.1 are reasonable in light of the anticipated or actual harm caused by the delay and breach, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.

4.3.3. The parties acknowledge, covenant, and agree that the daily basis and the amount set forth above for liquidated damages are reasonable because of the unique nature of the Project as a benefit to the public; the fact that inconvenience to the public will be one of the significant impacts of any failure by the CM@Risk to timely complete the Work; and that it is impracticable and extremely difficult to ascertain and determine the actual losses which would accrue to the City and the public. Permitting the CM@Risk to continue and finish the Work, or any portion thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

4.4. **Project Schedule**

4.4.1. The Project Schedule approved as part of a GMP shall be updated and maintained throughout the Work.

4.4.2. The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CM@Risk of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3. Updated Project Schedules shall be submitted monthly in electronic forms to the City as part of the Payment Request. This submittal will include the overall project schedule, critical path schedule and native file.

4.4.4. CM@Risk shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to Project Schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to

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complete the Work as presented in the GMP proposal and within the Contract Time. Each status report shall also include the following:

- Description of problem tasks (referenced to field instructions, requests for information (RFI's), as appropriate.
- Current and anticipated delays including:
  - Cause of the delay;
  - Corrective action and schedule adjustments to correct the delay;
  - Known or potential impact of the delay on other activities, Milestones, and the date of Substantial Completion.
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
  - Time Extension requests;
  - Other items.
- Substantial Completion date status:
  - If ahead of schedule, the number of calendar Days ahead;
  - If behind schedule, the number of calendar Days behind.
- Other project or scheduling concerns

4.4.5. City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the CM@Risk from compliance with the requirements of the Contract Documents or be construed as relieving the CM@Risk of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

4.4.6. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.4.6.1. The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.4.6.2. The CPM diagram schedule shall indicate all relationships between activities.

4.4.6.3. The activities making up the schedule shall be sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Further, activities shall be included for, without limitation, any and all City franchised or private utilities required to be temporarily or permanently demolished, relocated or installed; design, procurement, furnishing and installing of equipment, information technology systems, security systems, furnishings, and other City improvements (whether installed by the CM@Risk or the City) required for the Work to be completely functional as intended. These Owner Activities will be shown in the schedule with the appropriate precursor and successor activities necessary for monitoring and evaluating the progress of the Owner Activities.

4.4.6.4. The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values, but the Project Schedule is not required to be ***cost-loaded***.

4.4.6.5. The CPM diagram schedule shall show all critical submittals associated with each work activity and the review time for each submittal.

4.4.6.6. The Project Schedule shall show Milestones, including Milestones for Owner-furnished information, utilities and improvements when those Milestones are interrelated with the CM@Risk activities.

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4.4.6.7. The Project Schedule shall include a Critical Path activity that reflects anticipated rain delay during the performance of the Contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.

4.4.7. The Project Schedule shall consider the City's and the other stakeholder occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.4.8. Float time shall be as prescribed below.

4.4.8.1. The total Float within the overall Project Schedule, is for the exclusive use for the CM@Risk.

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Article 5- Contract Price

5.0. The CM@Risk agrees at his own proper cost and expense, to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the approved GMP proposal.

5.1. Contract Price.

5.1.1. The Contract Price will be as approved in the Guaranteed Maximum Price proposal attached as Exhibit B including an amount, if any, for Owner's Contingency

5.1.2. Guaranteed Maximum Price is a lump sum amount defined in the GMP exhibit. The CM@Risk is at risk to cover any additional Project costs. Any allowance, or portion of, that is not used and approved through the pay application process shall revert to the City. Owner agrees that the allocation of the Guaranteed Maximum Price, as set forth in the Schedule of Values, shall not constitute a separate guaranteed maximum price for each individual line item in the schedule of values.

5.1.3 Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency, if any, will be added to the GMP amount provided by the CM@Risk, the sum of which will be the total contract price for construction. Markups for Construction Fee will be applied by the CM@Risk at the time that Owner's Contingency is used.

5.1.4 As a City public procurement project this Project is tax exempt. Appropriate tax exemption forms shall be provided to the CM@Risk.

5.1.5 The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.

5.1.6 GMP amendments are cumulative.

5.1.6.1 If the GMP requires an adjustment due to changes in the Work or other causes as allowed in the Contract Documents, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in Article 6.

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Article 6 - Changes to the Contract Price and Time

6.1. Delays to the Work

6.1.1. If CM@Risk is delayed in the performance of the Work that will cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CM@Risk is responsible, the Contract Times for performance shall be reasonably extended by Change Order.

6.1.2. The CM@Risk shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary. Such notice shall not be later than fourteen (14) Days after such condition or event has been encountered.

6.1.3. By way of example, events that will entitle CM@Risk to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.1.4. If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and that weather conditions had an adverse effect on the scheduled Substantial Completion.

6.1.4.1. In allowing delays for weather, the City will be entitled to consider weather conditions prevailing throughout the entire Contract period. The City and CM@Risk will together reconcile actual working days lost and gained over the entire Contract period every ninety (90) days. The CM@Risk shall then adjust the activities for the schedule's Float reserves where those activities are carried in the CM@Risk's Project Schedule (if any).

6.1.5. It is understood, however, that permitting the CM@Risk to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.1.6. In addition to CM@Risk's right to a time extension for those events set forth in this Section, CM@Risk shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CM@Risk and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. In the event of an occurrence under this Section, the CM@Risk and any Subcontractors will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CM@Risk and any Subcontractors continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Subcontractors of the CM@Risk shall immediately notify the CM@Risk, who shall then immediately notify the City Project Manager by telephone of any such circumstances or event (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a sufficient level of detail the circumstances causing the non-performance or delay in performance.

6.1.7. If either the Work actually in place falls behind as reflected by the currently updated Project Schedule, or it becomes apparent or likely in the reasonable opinion of the City that the Work will not be completed within the Contract Time or in accordance with the CM@Risk's Project Schedule, due to delays caused by the CM@Risk or its subcontractors, the CM@Risk agrees it shall, as necessary, take some or all of the following actions (hereinafter referred to collectively as "Extraordinary Measures") at no additional cost to the City or their consultants, as required

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to substantially eliminate, in the judgment of the City, the backlog of CM@Risk's Work on the Project:

6.1.7.1. Increase quantities of, without limitation, labor, supervision, material deliveries, equipment on site, and crafts as necessary;

6.1.7.2. Increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing;

6.1.7.3. Reschedule activities to achieve maximum practical concurrence of accomplishment; and

6.1.7.4. Do whatever else is reasonably required by the City.

6.1.8. These Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the CM@Risk's compliance with the CM@Risk's Schedule.

6.1.9. In the event of such a delay, the City may also require the CM@Risk to immediately submit a Proposed Recovery Schedule for its review and approval, demonstrating to the City's satisfaction the effect of applying the necessary and continuing Extraordinary Measures required to recover the Substantial Completion date shown in the most currently approved Project Schedule.

6.2 Differing Site Conditions

6.2.1 If CM@Risk encounters a Differing Site Condition, CM@Risk will be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CM@Risk's cost and/or time of performance are adversely impacted by the Differing Site Condition.

6.2.2 Upon encountering a Differing Site Condition, CM@Risk shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CM@Risk shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been further or substantially disturbed or altered.

6.3 Errors, Ambiguities, Discrepancies and Omissions.

6.3.1 If the CM@Risk observes errors, ambiguities, discrepancies, or omissions in the Contract Documents, they shall promptly notify the Design Professional and request clarification.

6.3.2 If the CM@Risk proceeds with the Work affected by such known errors, ambiguities, discrepancies, or omissions, without receiving such clarifications, they do so at their own risk. Adjustments involving such circumstances made by the CM@Risk prior to clarification by the Design Professional shall be at the CM@Risk's risk.

6.4 City Requested Change in Work.

6.4.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.4.2 Such alterations and changes shall not invalidate this Agreement nor release the surety and the CM@Risk agrees to perform the Work as altered, the same as if it has been a part of the

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original Contract Documents.

6.4.3 The City will request a proposal for a change in Work from CM@Risk, and an equitable adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.5. Legal Requirements.

6.5.1. The Contract Price and/or Contract Times shall be adjusted to compensate CM@Risk for the effects of any changes in the Legal Requirements enacted after the date of the Agreement or the date of the GMP proposal, affecting the performance of the Work.

6.6. Change Directives and Change Orders.

6.6.1. City and CM@Risk shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.6.2. All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents

6.7. Minor Changes in the Work

6.7.1. The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CM@Risk. The CM@Risk shall carry out such written orders promptly.

6.7.2. CM@Risk may make minor changes in Work, provided, however that CM@Risk shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CM@Risk.

6.7.3. Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times.

6.8. Contract Price Adjustments

6.8.1. The increase or decrease in Contract Price resulting from a change in the Work shall be handled in accordance with the provisions of Section 2251.0521 of the Texas Government Code and determined by one or more of the following methods:

6.8.1.1. Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

6.8.1.2. A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; or

6.8.1.3. Estimated cost of the Work, General Conditions Costs, if applicable, Construction Fee and tax.

6.8.2. The markups for overhead and profit that shall be allowed on the Cost of the Work driven by each change shall be no greater than that specified in Section 6.8.5 below.

6.8.3. If an increase or decrease cannot be agreed to as set forth in Subsections 6.8.1.1 through 6.8.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the verifiable, actual expenses and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit as shown in Section 6.8.5 below. CM@Risk shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

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6.8.4. Cost of the Work for the purposes of this Section 6.8, and in calculating overhead and profit shall be limited to the following:

6.8.4.1. Costs of labor, including applicable and verifiable payroll taxes, fringe benefits required by agreement, workers' compensation insurance, and other employee costs approved by the City;

6.8.4.2. Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

6.8.4.3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the CM@Risk or others;

6.8.4.4. Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

6.8.4.5. Additional, verifiable payroll and subsistence costs incurred by the CM@Risk, Subcontractor, and Sub-subcontractor of field personnel directly attributable to the change.

6.8.5. The allowance for the combined total of onsite and offsite overhead and profit included in the total cost to the City for proposed Change Orders shall be based on the following schedule

6.8.5.1. For the CM@Risk, for Work performed by the CM@Risk's own forces, CM@Risk's fee percentage (5%) plus actual direct jobsite costs associated with the additional work, if any;

6.8.5.2. For the CM@Risk, for Work performed by the CM@Risk's Subcontractor, CM@Risk's fee percentage (5%) plus actual direct jobsite costs associated with the additional work, if any;

6.8.5.3. For each Subcontractor or sub-Subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces, ten percent (10%) of the cost; this percentage is inclusive of all direct and indirect markups.

6.8.5.4. For each Subcontractor, for Work performed by the Subcontractor's sub-Subcontractors, five percent (5%) of the amount due the sub-Subcontractor; this percentage is inclusive of all direct and indirect markups.

6.8.5.5. Under no circumstance shall costs of the CM@Risk's supervisory, management, administrative or other office personnel, regardless of where stationed, be paid as cost of the Work for such a change. Conversely, the CM@Risk shall be compensated for such personnel within the overhead and profit percentage specified in this Section 6.8.4.

6.8.5.6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can immediately be seen by inspection, shall be accomplished by a complete itemization of quantities and costs including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also;

6.8.5.7. When both additions and credits are involved in any change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any; and

6.8.5.8. Overtime, when specifically authorized by the City and not as a requirement for the CM@Risk to fulfill its obligations under this Agreement, shall be paid for by the City on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit will not be paid by the City for overtime.

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6.8.6. If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to City or CM@Risk because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.8.7. If City and CM@Risk disagree upon whether CM@Risk is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CM@Risk shall resolve the disagreement pursuant to Article 8 hereof.

6.8.7.1. As part of the negotiation process, CM@Risk shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.8.7.2. If the parties are unable to agree and City expects the CM@Risk to perform the services in accordance with City's interpretations, CM@Risk shall proceed to perform the disputed services, conditioned upon City issuing a written order to CM@Risk (i) directing CM@Risk to proceed and (ii) specifying City's interpretation of the services that are to be performed unless otherwise prohibited under Section 2251.0521 of the Texas Government Code.

6.8.8. **Emergencies.** In any emergency affecting the safety of persons and/or property, CM@Risk shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

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Article 7- Procedure for Payment

7.0. For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the said CM@Risk the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes, if any, and the CM@Risk's Construction Fee, but no more than the GMP as adjusted by any Change Orders. Payment for the specific work under this Agreement will be made in accordance with payment provisions detailed below.

7.1. GMP Payment Request

7.1.1. At the pre-construction conference prescribed in Section 2.4, CM@Risk shall submit for City's review and approval a schedule of values. The schedule of values will serve as the basis for monthly progress payments made to CM@Risk throughout the Work.

7.1.2. At least five (5) working days prior to the date established for a Payment Request, the CM@Risk shall submit an updated Project Schedule and meet with the City's Representative to review the progress of the Work as it will be reflected on the Payment Request.

7.1.3. The Payment Request shall constitute CM@Risk's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that all Work will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project and payment, therefore.

7.1.4. The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved Project Schedule.

7.1.4.1. For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances upon payment, therefore.

7.1.4.2. For materials and equipment stored off the Site and included in Payment Request, the City must approve the storage. The material and equipment must be stored in a suitable location, and CM@Risk shall provide supporting documentation regarding the location of the storage of the materials and equipment stored off the Site along with proper insurance documents. To the extent reasonably available, CM@Risk will provide City with access for inspection. The CM@Risk must protect the City's interest and shall include applicable insurance, bonding, storage, and transportation to the Site.

7.1.4.3. All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

7.1.5. CM@Risk shall submit payment requests to the City at the beginning of each month beginning with the first month after the construction Notice to Proceed.

7.1.6. With every Payment Request for the Work, CM@Risk will submit an affidavit stating that the CM@Risk has complied with the requirements of Chapter 2258, Texas Government Code. The parties hereto agree that any electronic copy of such affidavit shall be treated as an original for all intents and purposes.

7.2. Payment of GMP

7.2.1. City shall make payment in accordance with the provisions of this Contract and Chapter 2251 of the Texas Government Code. Payment will be made no later than thirty (30) Days after the Payment Request is approved by the City, but in each case less the total of payments previously

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made, and less amounts properly retained under Section 7.3 below.

7.2.2. City shall pay CM@Risk all amounts properly due. If City determines that there is an error in the Payment Request and the CM@Risk is not entitled to all or part of a Payment Request, it will notify CM@Risk in writing within twenty-one (21) Days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CM@Risk must take to rectify City's concerns. CM@Risk and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, CM@Risk may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.3. Retention on GMP

7.3.1. City will retain five percent (5%) of each Payment Request amount provided.

7.4. Substantial Completion. Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CM@Risk all retained amounts relating, as applicable, to the entire Work or substantially completed portion of the Work, less an amount of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5. Final Payment

7.5.1. After receipt of a final Payment Request, City shall make final payment 30 days after the receipt by the City, provided that CM@Risk has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.

7.5.2. At the time of submission of its final Payment Request, CM@Risk shall provide the following information:

7.5.2.1. An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished or incurred for or in connection with the Work which will in any way affect City's interests;

7.5.2.2. A general release executed by CM@Risk waiving, upon receipt of final payment by CM@Risk, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment;

7.5.2.3. Conditional waivers and releases executed by all Subcontractors; and

7.5.2.4. Consent of CM@Risk's surety, if any, to final payment (original with raised seal).

7.5.2.5. A completed subcontractor form identifying the subcontractor/supplier(s) and the description of Work and/or materials provided, if any.

7.6. Payments to Subcontractors or Suppliers

7.6.1. CM@Risk shall pay its Subcontractors or suppliers within ten (10) Days of receipt of each progress payment from the City. The CM@Risk shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the CM@Risk shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CM@Risk shall pay Subcontractors or suppliers the reduced retention within ten (10) Days of the payment of the reduction of the retention to the CM@Risk. No contract between CM@Risk and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2. If the CM@Risk fails to make payments in accordance with these provisions, the City may take

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any one or more of the following actions and CM@Risk agrees that the City may take such actions:

7.6.2.1. To hold the CM@Risk in default under this Agreement;

7.6.2.2. Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3. Reject all future offers to perform work for the City from the CM@Risk for a period not to exceed one year from Substantial Completion date of this Project; or

7.6.2.4. Terminate this Agreement.

7.6.3. All funds paid to the CM@Risk are paid in trust and shall be used for payment of the Subcontractors and Suppliers who have performed work on the Project before the CM@Risk may use any of the funds for any other purpose. Nothing in this provision shall prohibit the CM@Risk from withholding any funds in dispute or back charges or offsets under the provisions of the Subcontract. The CM@Risk shall include a trust fund provision in each subcontract requiring the subcontractor to hold any payment its receives in trust and to use them for payment of its subcontractors and suppliers who have performed work on the Project before Subcontractor may use the funds for any other purpose.

7.6.4. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5. CM@Risk shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7. Record Keeping, Audits and Finance Controls

7.7.1. Notwithstanding anything in this Agreement or any other Contract Document to the contrary, because the Guaranteed Maximum Price is a lump sum amount set forth in the GMP Exhibit, City and CM@Risk agree and acknowledge that City shall have no audit rights as to CM@Risk's records and data relating to the Cost of the Work or Guaranteed Maximum Price except for the use of any allowances, including Owner's Contingency, if any, and Change Orders outside of the lump sum amount set forth in the GMP Exhibit. The unit cost rates for personnel, Builders Risk insurance, General Liability insurance, and Payment & Performance bonds will be at the rates as indicated in the GMP Exhibit.

7.7.2. The City, its authorized representative, and/or the appropriate federal agency (if any), reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate any Change Orders provided such audit occurs prior to the execution of the respective Change Order. The City shall review and respond to proposed Change Orders within a reasonable time, upon receipt of all necessary backup information to properly verify costs, so as not to delay approval. Once a Change Order has been approved and executed, it shall be deemed as part of the lump sum agreement and shall no longer be subject to audit.

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Article 8- Claims and Disputes

8.0. Requests for Contract Adjustments and Relief.

8.0.1. If either CM@Risk or City believes that it is entitled to relief against the other for any event arising out of or related to the Contract, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.0.3. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) Days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1. Dispute Avoidance and Resolution

8.1.1. The parties are fully committed to working with each other throughout the Project and agree to always communicate regularly with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CM@Risk and City each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to the Work.

8.1.2. CM@Risk and City will first attempt to resolve disputes or disagreements at the field level through discussions between CM@Risk's Representative and City's Representative.

8.1.3. If a dispute or disagreement cannot be resolved through CM@Risk's Representative and City's Representative, CM@Risk's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. Should this effort be unsuccessful then the parties may proceed to take appropriate action to enforce any rights or obligations pursuant to the provisions of the Contract.

8.2. Duty to Continue Performance Unless provided to the contrary in the Contract Documents or as provided by statute, CM@Risk shall continue to perform the Work and City shall continue to satisfy its payment obligations to CM@Risk, pending the final resolution of any dispute or disagreement between CM@Risk and City.

8.3. Representatives of the Parties

8.3.1. City's Representatives

8.3.1.1. City designates the Director of Capital Projects or their designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3.

8.3.1.2. City designates the City's project manager as its City's Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2.

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8.3.2. CM@Risk's Representatives

8.3.2.1. CM@Risk designates the individual listed below as its Senior Representative ("CM@Risk's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3:

Nate Kowallis, Project Director
6320 Research Road
Frisco, TX 75033
(469) 748-2626

8.3.2.2. CM@Risk designates the individual listed below as its CM@Risk's Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2:

Brent Peterson, Project Manager
6320 Research Road
Frisco, TX 75033
(469) 748-2626

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Article 9 – Suspension and Termination

9.0. City's Right to Stop Work

9.0.1. City may, at its discretion and without cause, order CM@Risk in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive Days.

9.0.2. CM@Risk may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1. Termination for Convenience

9.1.1. Upon receipt of written notice to CM@Risk, City may, at its discretion and without cause, elect to terminate this Agreement. In such event, City shall pay CM@Risk only the direct value of its completed Work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2. If the City suspends the Work for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such termination, the CM@Risk shall proceed with the following obligations:

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the Work terminated and finalize all settlement proposals.

9.1.3.4 Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the CM@Risk and which the City has or may acquire an interest.

9.1.4 The CM@Risk shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.

9.1.5 The City shall pay CM@Risk the following.

9.1.5.1 The direct, verifiable value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 The reasonable, verifiable costs and expenses attributable to such termination.

9.1.5.3 CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. Neither shall the CM@Risk be entitled to any costs for lost opportunity, or any other similar, consequential damages. If it appears the CM@Risk would have sustained a loss on the entire Work had it been completed, the CM@Risk shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 The CM@Risk shall maintain all records and documents for five years after final settlement. These shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2. City's Right to Perform and Terminate for Cause

9.2.1. If the City provides the CM@Risk with a written order to provide adequate maintenance of traffic,

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adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CM@Risk fails to comply in a time frame specified, the City may have a portion of the Work included in the written order accomplished by other sources.

9.2.2. If CM@Risk persistently fails to: (i) provide a sufficient number of skilled workers; (ii) supply the materials required by the Contract Documents; (iii) comply with applicable Legal Requirements; (iv) timely pay, without cause, Subconsultants and/or Subcontractors; (v) prosecute the Work with promptness and diligence to ensure that the Work is completed within the Contract Times, as such times may be adjusted; or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.

9.2.3. Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CM@Risk, with a copy to the surety, if any, that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) Days of CM@Risk's receipt of such notice.

9.2.3.1. If CM@Risk fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CM@Risk, with a copy to the surety, if any, of its intent to terminate within an additional seven (7) Day period.

9.2.3.2. If CM@Risk, within such second seven (7) Day period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to CM@Risk of such declaration, with a copy to the surety, if any.

9.2.4. Upon declaring the Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials which have been purchased for the performance of the Work, all of which CM@Risk hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.5. In the event of such termination, CM@Risk shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the CM@Risk will only be entitled to be paid for Work performed and accepted by the City prior to its default.

9.2.6. If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CM@Risk shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the reprocurement and defense of claims arising from CM@Risk's default.

9.2.7. If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

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Article 10 - Insurance and Bonds

10.0. Insurance Requirements

10.0.1 CM@Risk and Subcontractors shall procure and maintain until all of their obligations under this agreement have been discharged, including until any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Work hereunder by the CM@Risk, their agents, representatives, employees, or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The City in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the Work under this Agreement by the CM@Risk, their agents, representatives, employees, or subcontractors. CM@Risk is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope and Limits of Insurance. CM@Risk shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

• General Aggregate/for this Project	$2,000,000/$1,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

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 policy shall be endorsed to include the following additional insured language: **"The City of Denton, its Officials, and Employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk. This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."**

10.1.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Denton, its Officials, Employees, and Volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk, including automobiles owned, leased, hired or borrowed by the CM@Risk This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."**

10.1.3 Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	

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Each Accident	$100,000
Disease - Each Employee	$100,000
Disease – Policy Limit	$500,000

This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."

10.1.4 Builders' Risk Insurance or Installation Floater
In an amount equal to the initial Contract Price plus additional coverage equal to Contract Price for all subsequent Amendments and/or Change Orders.

10.1.4.1 The City of Denton, its Officials, and Employees, the CM@Risk, and Subcontractors, shall be **named as Additional Insureds** on the policy**.**

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for flood and earth movement.**

10.1.4.3 Policy shall be maintained until Substantial Completion.

10.1.4.4 Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.1.4.5 Policy must provide coverage from the time any covered property becomes the responsibility of the CM@Risk, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

10.1.4.6 Loss, if any, shall be adjusted with CM@Risk and made payable to the City of Denton as Trustee for the insureds as their interests may appear.

10.1.4.7 This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."

10.1.4.8 CM@Risk is responsible for the payment of deductibles, for claims caused by the negligent acts or omissions of the CM@Risk, its Subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

10.2 Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

10.2.1 On insurance policies where the City of Denton is named as an additional insured, the City of Denton shall be an additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required by this Agreement.

10.2.2 The CM@Risk's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.3 Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.2.4 PROFESSIONAL LIABILITY INSURANCE
If CONTRACTOR, SUBCONTRACTOR, or SUBCONSULTANT is a licensed or certified person

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who renders professional services, then Professional Liability Insurance to provide coverage against any claim which the CONTRACTOR, SUBCONTRACTOR, or SUBCONSULTANT becomes legally obligated to pay as 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.

10.3 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage, materially changed, or endorsed to lower limits except after thirty (30) Days prior written notice has been given to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.

10.4 **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Texas and with an "A.M. Best" rating of at least A or better. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.

10.5 Verification of Coverage

10.5.1 CM@Risk shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.5.2 All certificates and endorsements are to be received and approved by the City before Work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project and for one (1) year following Final Acceptance. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the contract.

10.5.3 All certificates required by this Agreement shall be sent directly to City's Senior Representative. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

10.5.4 **If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CM@Risk must:**

- **Submit a current insurance certificate (dated within 15 Days of the Payment Request submittal) with each Payment Request form. The Payment Request will be rejected if the insurance certificate is not submitted with the Payment Request.**

10.6 **Subcontractors.** CM@Risk's certificate(s) shall include all Subcontractors as additional insureds under its policies **or** CM@Risk shall furnish to the City separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 **Approval.** Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

10.8 Bonds and Other Performance Security.

10.8.1 Prior to execution of this Agreement, the CM@Risk must provide a performance bond, maintenance bond, at the City's discretion, and a payment bond, each in an amount equal to the total contract price of the GMP set forth in this Agreement. In addition to any criteria set forth in this provision, the performance and payment bonds must comply with all requirements of

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Chapter 2253 of the Texas Government Code.

10.8.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Texas, issued by the Director of the Texas Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued, updated, or certified within two years prior to the execution of this Agreement.

10.8.3 The bonds shall be made payable and acceptable to the City of Denton.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Texas or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CM@Risk shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of “A- or better for the prior four quarters” by the A.M. Best Company.

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Article 11 – Indemnification

11.1 CM@Risk's General Indemnification.

11.1.1 CM@RISK AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DENTON, ITS OFFICERS, AGENTS AND EMPLOYEES, AND ANY JURISDICTION OR AGENCY ISSUING PERMITS FOR ANY WORK INCLUDED IN THE PROJECT, THEIR OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, (HEREINAFTER REFERRED TO AS "INDEMNITEES", FROM ALL SUITS AND CLAIMS, INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION, ACTIONS, LOSS, DAMAGE, EXPENSE, COST OR CLAIMS OF ANY CHARACTER OR ANY NATURE ARISING OUT OF THE WORK DONE IN FULFILLMENT OF THE TERMS OF THE CONTRACT DOCUMENTS OR ON ACCOUNT OF ANY ACT, CLAIM OR AMOUNT ARISING OR RECOVERED UNDER WORKER'S COMPENSATION LAW OR ARISING OUT OF THE FAILURE OF THE CM@RISK, ITS OFFICERS, EMPLOYEES, AGENTS, OR ITS SUBCONTRACTORS OR THE SUBCONTRACTORS' OFFICERS, EMPLOYEES OR AGENTS, TO CONFORM TO ANY STATUTES, ORDINANCES, REGULATION, LAW OR COURT DECREE. IT IS AGREED THAT THE CM@RISK WILL BE RESPONSIBLE FOR PRIMARY LOSS INVESTIGATION, DEFENSE, AND JUDGMENT COSTS WHERE THIS INDEMNIFICATION PROVISION APPLIES. IN CONSIDERATION OF THE AWARD OF THIS CONTRACT, THE CM@RISK AGREES TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FOR LOSSES ARISING FROM THE WORK PERFORMED BY THE CM@RISK, ITS OFFICERS, EMPLOYEES, AGENTS, OR ITS SUBCONTRACTORS OR THE SUBCONTRACTORS' OFFICERS, EMPLOYEES OR AGENTS, OR ITS SUBCONTRACTORS FOR THE CITY. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY.

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Article 12 – General Provisions

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) and used as the basis for the Guaranteed Maximum Price Proposal; GMP, Performance Bond, Payment Bond, Maintenance Bond, if applicable, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. Anything shown on the Plans but not mentioned in the Specifications or vice-versa, or anything not expressly set forth in either, but which is reasonably implied, shall be furnished as though specifically shown and mentioned in both without any extra charge.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings. No work shown on the plans, the dimensions of which are not figured, shall be executed until instructions have been obtained from the Design Professional as to the dimensions to be used.

12.1.3.2 Specifications generally take precedence over Plans. Should there be a conflict within the Specifications; or within the Plans; or between the Plans and Specifications; however, the Design Professional be made aware of such conflict in writing, and shall decide, after consultation with the City, which stipulation will provide the best installation and its decision shall be final; provided however, any conflict not presented in writing shall be the sole discretion of the City

12.1.3.3 The Plans, for purposes of clearness and legibility, are essentially diagrammatic, and although the sizes and locations of equipment are shown to scale wherever possible, the CM@Risk, Subcontractors, and Sub-subcontractors are required to familiarize themselves with all the Work required by the Contract Documents. The CM@Risk, other Contractors, Subcontractors, and Sub-subcontractors shall properly coordinate its work with that of the City and all other Contractors. It is not within the scope of the Plans to show all necessary offsets, obstructions or structural conditions. It shall be the responsibility of the CM@Risk and each Contractor to plan, coordinate, and install its work in such a manner so as to conform to the structure. Any conflict within the Plans shall be referred to the Design Professional for disposition prior to the installation of any affected work.

12.1.3.4 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Preconstruction Phase Contract, the Contract Documents take precedence over the Preconstruction Phase Contract.

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between City and CM@Risk and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

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12.2 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 **Time is of the Essence.** City and CM@Risk mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 **Mutual Obligations.** City and CM@Risk commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 **Cooperation and Further Documentation.** The CM@Risk agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.6 **Assignment.** Neither CM@Risk nor City shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

12.7 **Successorship.** CM@Risk and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 **Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the CM@Risk, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CM@Risk and not for the benefit of any other party.

12.9 **Governing Law.** The Agreement and all Contract Documents shall be deemed to be made under and shall be construed in accordance with and governed by the laws of the State of Texas without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought and tried in the district courts of Denton County, Texas, and for this purpose, each party hereby expressly and irrevocably consents to the sole and exclusive jurisdiction and venue of such Court with the City consenting only to the extent allowed by statute and otherwise reserving all rights and defenses.

12.10 **Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 **Compliance with Federal Laws.** CM@Risk understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these laws, as well as any other federal laws that may apply, in performing the Contract Documents and to permit the City to verify such compliance.

12.12 **Legal Requirements.** CM@Risk shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements. It is not the CM@Risk's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CM@Risk recognizes that portions of the Construction Documents are at variance therewith, the CM@Risk shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.

12.13 **Fair Treatment of Workers.** The CM@Risk shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. They shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders, and decrees; this includes, but is not limited to laws and regulations ensuring fair and

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equal treatment for all employees and against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The CM@Risk shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.

12.14 **Independent Contractor.** The CM@Risk is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the CM@Risk as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CM@Risk shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 **Survival.** All warranties, representations, and indemnifications by the CM@Risk shall survive the completion or termination of this Agreement.

12.16 **Covenant Against Contingent Fees**. The CM@Risk warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Denton has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Denton shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.17 **No Waiver.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.18 **Notice.**

12.18.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or mailed by certified mail, postage prepaid, return receipt requested or by e-mail; provided however, that e-mail shall not be a permissible method of delivery for any notice, request, instruction or other document that requires execution by both parties, and shall be deemed given upon (a) confirmation of receipt of an e-mail transmission,(b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:
CORE Construction Services of Texas, Inc.
Gary Aanenson, Executive Vice President
6320 Research Road
Frisco, TX 75033
GaryAanenson@COREConstruction.com

to City:
Materials Management
ATTN: Contract 8559; Purchasing Manager
901B Texas Street
Denton, Texas 76209
purchasing@cityofdenton.com

With a Copies to:
City Attorney
215 E. McKinney Street
Denton, Texas 76201
legal@cityofdenton.com

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Capital Projects
Giovanni Pineiro-Villalba
401 N Elm St.
Denton, Texas 76201
giovanni.pineiro-villalba@cityofdenton.com

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

12.18.2 **Notices Related to Payment, Securities-in-lieu, Bonds**. Any notice, request, instruction, or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds, or other instrument securing the performance of this Agreement, including

but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to Contractor:

CORE Construction Services of Texas, Inc.
Gary Aanenson, Executive Vice President
6320 Research Road
Frisco, TX 75033
GaryAanenson@COREConstruction.com

to City:

City of Denton
ATTN: Contract 8559; Purchasing Manager
901B Texas Street
Denton, Texas 76209
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or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

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12.19 Equal Opportunity/Affirmative Action

12.19.1 The CM@Risk shall comply with the provisions of this Agreement, and the requirements of state, federal, and local law and regulation, pertaining to discrimination and accepting applications or hiring employees. The CM@Risk shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The CM@Risk will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or

services in connection with this Agreement. The CM@Risk further agrees that this clause will be incorporated in all subcontracts, job-consultant contracts of this Contract entered into by the CM@Risk.

12.19.2 The City extends to each individual, firm, vendor, supplier, contractor, and Subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of Disadvantaged and/or Minority-owned or Woman-owned business to reflect both the industry and community ethnic composition.

12.19.3 The following two paragraphs apply to the CM@Risk named herein and shall appear in all contracts between the CM@Risk and any and all Subcontractors who are employed on this Project. The CM@Risk further agrees that the two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract.

"Any Party (Subcontractor), in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice.

The Party (Subcontractor) will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship."

The CM@Risk further agrees that the above two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract.

12.20 Confidentiality of Plans & Specifications

12.20.1 Any plans or specifications you receive regarding this Project are for official use only. You may not share them with others except as required to fulfill the obligations of your Contract with the City.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by the CM@Risk shall include the following language: "These plans are for official use only and may not be shared with others except as required to fulfill the obligations of your contract with the City of Denton".

12.21 Hazardous Materials

12.21.1 The CM@Risk is responsible for compliance with any requirements included in the Contract

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Documents regarding Hazardous Materials or Substances.

12.21.2 If the CM@Risk encounters a Hazardous Material or Substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the CM@Risk, the CM@Risk shall, upon recognizing the condition, immediately stop Work in the affected area and notify the City of the condition in writing.

12.21.3 If the suspected Hazardous Material is found to contain asbestos, PCB or other recognized hazardous substances or materials the CM@Risk shall not resume work in the affected area until the material has been abated or rendered harmless. The CM@Risk and the City may agree, in writing, to continue work in non-affected areas onsite.

12.21.4 An extension of Contract Time may be granted in accordance with Article 6.

12.21.5 The CM@Risk will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.21.6 The CM@Risk shall certify, in a form acceptable to City that no Hazardous Materials have been incorporated into the Work.

12.21.7 TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CM@RISK SHALL INDEMNIFY AND HOLD HARMLESS CITY, 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 OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY THE CM@RISK OR BY ANYONE FROM WHOM CM@RISK IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH SHALL OBLIGATE CM@RISK TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.

12.22 Traffic Control. CM@Risk will comply with all provisions of the then current Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

12.23 Immigration Nationality Act. CM@Risk 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, CM@Risk shall provide City with copies of all I-9 forms and supporting eligibility documentation for each CM@Risk employee who performs work under this Agreement. CM@Risk 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 CM@Risk employee who is not legally eligible to perform such services**. CM@RISK SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CM@Risk's EMPLOYEES.** City, upon written notice to CM@Risk, shall have the right to immediately terminate this Agreement for violations of this provision by CM@Risk.

12.24 Prohibition on Contracts with Companies Boycotting Israel. CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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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12.25 **Prohibition on Contracts with Companies Boycotting Certain Energy Companies**. CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

12.26 **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**. CM@Risk 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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (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.

12.27 **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, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk, 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.

12.28 **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.

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CITY OF DENTON, TEXAS

BY: _____

_____
Printed Name

_____
Title

CM@Risk
CORE Construction Services of Texas, Inc.

BY: DocuSigned by: Gary Aanenson
FF849D4E5ADE485...

Gary Aanenson
Printed Name

Executive Vice President
Title

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

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

Signed by: Seth Garcia
A13704F6BC954FC...
SIGNATURE

Seth Garcia
PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by: Marcella Lunn
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EXHIBIT A - PROJECT DESCRIPTION

Denton Fire Station #5 is an emergency response facility designed to replace the previous fire station through a comprehensive demolition and reconstruction effort. The new facility includes a four-bay, drive-thru apparatus bay equipped with bi-fold quick response doors to ensure rapid deployment. The structural system incorporates a combination of structural steel, cold form steel, and CMU, while the exterior is finished with a durable and modern mix of brick and metal panels. The foundation utilizes a pier-supported slab-on-void design with a super void plumbing system, engineered to address the site's expansive soils. Interior spaces are thoughtfully planned to meet the operational needs of fire and emergency personnel. The facility includes nine individual bunk rooms to enhance privacy and rest, dedicated gear room and boat storage rooms, and a fitness gym with a dry sauna. Zoning is organized into hot, neutral, and cold zones to manage and streamline workflow. A storm shelter is integrated into the building for enhanced safety, and the HVAC system uses a high efficiency VAV and Ductless split system configuration. The system also comprises dedicated outside air units and several roof top units that allow for variable and constant fresh air volume supply. The facility also includes a private office designated for police use. Additional features include a comprehensive FF&E package, an exterior diesel generator for emergency power, and onsite parking spaces.

Denton Fire Station #6 is a new single-story facility designed to enhance emergency response services for the City of Denton. The new facility includes a three-bay, drive-thru apparatus bay equipped with bi-fold quick response doors to ensure rapid deployment. The structural system incorporates a combination of structural steel and CMU while the exterior is finished with a durable and modern mix of brick, cast stone, and metal panels. The foundation utilizes a pier-supported slab-on-grade design. Interior spaces are thoughtfully planned to meet the operational needs of fire and emergency personnel. The facility includes nine individual bunk rooms to enhance privacy and rest and a fitness gym with a dry sauna. Zoning is organized into hot, neutral, and cold zones to manage and streamline workflow. A storm shelter is integrated into the building for enhanced safety, and the HVAC system uses a high efficiency VAV and Ductless split system configuration. The system also comprises dedicated outside air units and several roof top units that allow for variable and constant fresh air volume supply. The facility also includes a private office designated for police use. Additional features include a comprehensive FF&E package, an exterior diesel generator for emergency power, and onsite parking spaces.

Temporary housing and Sprung structure will be provided during the construction of Fire Station #5 on the City owned adjacent lot. The temp station will include the setup of a modular trailer home to accommodate fire personnel. This unit will be equipped with a new HVAC system and communication networking to support continuous operations. To meet fire protection requirements, the temp facility will feature fire suppression with a dedicated fire sprinkler room located between the modular trailer and the temp apparatus bay. The existing G2 alerting system will be relocated from Fire Station #5 to the temp site prior to the start of demolition to ensure uninterrupted emergency response capabilities. A temporary apparatus bay sourced from Instant Sprung Structures will be installed, providing two drive thru bays. The entire site will be enclosed with flex base drives to support fire truck access and circulation through the bays. Supporting infrastructure will include the installation of wet utilities connected to city service lines, a temp generator with transfer switch for backup power, and the addition of a new electrical transformer to meet operational demands. This project will provide a fully functional interim fire station while maintaining emergency service continuity for the community.

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EXHIBIT B – APPROVED GMP PROPOSAL

Docusign Envelope ID: DD189DE9-B5AE-47A0-87AF-848064D31D13

July 2, 2025

VIA ELECTRONIC MAIL
Mr. Giovanni Villalba
Project Manager
City of Denton
215 East Mckinney Street
Denton, Texas, 76201

RE: **LUMP SUM PROPOSAL |** City of Denton Fire Station #5, Fire Station #6, Temporary Structure

Dear Giovanni,
On behalf of CORE Construction, I am pleased to submit our Lump Sum proposal for the City of Denton Fire Station #5, Fire Station #6, and Temporary Structure project.

Lump Sum Package Summary:

	Fire Station #5	$10,846,436
	Fire Station #6	$10,320,692
	Temporary Structure	$1,432,872
Total Lump Sum Package		**$22,600,000**

Enclosed you will find the Basis of Estimate Clarifications, Cost Summary and Schedule of Values, an Enumeration of Documents, and a Construction Schedule.

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

Respectfully submitted,

Steven Taylor

Steven Taylor
PreConstruction Manager
CORE Construction

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ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS

Schedule

Project Construction Duration and Substantial Completion shall remain dependent upon the Site Development Approval and the following criteria:

- The following milestones are to be met. The dates listed below are the latest possible dates to meet these milestones and any delays will impact the Substantial Completion Date and potentially additional costs to General Conditions.
  - For all three projects, lump sum package approval is to be received no later than July 22, 2025.
  - For all three projects, NTP is to be received by August 1, 2025.
  - Fire Station #5 mobilization to start by December 15, 2025.
  - Fire Station #6 mobilization to start by August 4, 2025.
  - Temporary Structure mobilization to start by August 4, 2025.
  - Fire Station #5 site and building permit to be received no later than October 15, 2025.
  - Fire Station #6 site and building permit to be received no later than August 1, 2025.
  - Temporary Structure site and building permit to be received no later than August 1, 2025.
  - If NTP is received prior to the date listed above, the Substantial Completion date will not adjust to an earlier date, due to material lead times.
  - If the above criteria are unachievable Substantial Completion will need to be adjusted or acceleration costs further discussed.
- Fire Station #5 Substantial Completion: February 15, 2027.
- Fire Station #5 Final Completion: April 1, 2027.
- Fire Station #6 Substantial Completion: October 5, 2026.
- Fire Station #6 Final Completion: November 19, 2026.
- Temporary Structure Substantial Completion: December 5, 2025.
- Temporary Structure Final Completion: January 20, 2026.

Projected Project Staffing – Temporary Structure

- Project Director – Nate Kowallis – 5%
- Project Manager – Brent Peterson – 50%
- General Superintendent – Ron Roman – 5%
- Superintendent – Josh Huneycutt – 50%

Projected Project Staffing – Fire Station #5

- Project Director – Nate Kowallis – 10%
- Project Manager – Brent Peterson – 50%
- Assistant Project Manager – Madison Ampoe – 50%
- General Superintendent – Ron Roman – 10%
- Superintendent – Josh Huneycutt – 100%

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Projected Project Staffing – Fire Station #6

- Project Director – Nate Kowallis – 10%
- Project Manager – Brent Peterson – 50%
- Assistant Project Manager – Madison Ampoe – 50%
- General Superintendent – Ron Roman – 10%
- Superintendent – Johnny Reed – 100%

Labor Rates

- Labor rates are included below. The Actual Costs for each of the rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes, and insurances.

	Standard Rate	Overtime Rate
Project Management:		
Project Director	$132.00	-
Sr. Project Manager	$128.00	-
Project Manager	$120.00	-
Scheduler	$103.00	-
Asst. Project Manager	$94.00	-
Construction Coordinator	$89.00	-
Project Accountant	$79.00	-
Project Engineer	$74.00	-
Contracts Administrator	$77.00	-
Information Systems Technician	$75.00	-
Project Engineer Intern	$24.00	$44.00
Field Operations:		
Director of Field Operations	$145.00	-
General Superintendent	$136.00	-
Sr. Superintendent	$128.00	-
Safety Director	$102.00	-
Quality Control Director	$115.00	-
Superintendent	$111.00	-
Asst. Superintendent	$94.00	-
Quality Control Manager	$94.00	-
Warranty Manager	$85.00	-
Safety Manager	$94.00	-
Field Engineer	$77.00	-
Carpenter	$70.00	$95.00
Skilled Laborer	$70.00	$95.00
Laborers	$60.00	$80.00

Specific Exclusions to Lump Sum Package

a. Asbestos Abatement (assumed by owner if any)
b. FF&E - Furniture, Fixtures, and Equipment – besides items covered by allowances.
c. 2-Year maintenance bond on subcontractors.

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d. Normal shrinkage cracking of the slab is expected and shall not be cause for removal or replacement of structurally sound slabs per ACI standards.
e. Owner contingency.
f. The following are excluded and assumed to be by owner or owner's vendor:
    - Trenching for the gas lines from off-site source to the property line (CORE has included the trenching from the property line to the meter).
    - Salvage and Relocation of any existing equipment or furnishings
    - Delivery and Installation of all above

Allowances – Fire Station #5

- **Allowance #1 – City Comments / TAS Comments $5,000**
    - This allowance covers any city comments that result in scope changes from permitting.
- **Allowance #2 – Station Alerting System $150,000**
    - This allowance covers furnishing and installation of G2 station alerting system devices, infrastructure, and wiring.
- **Allowance #3 – ERRS $29,270**
    - This allowance covers furnishing and installation of a radio booster system pending an initial test when the building is enclosed.
- **Allowance #4 – Cell Booster $14,635**
    - This allowance covers furnishing and installation of a cell booster system pending an initial test when the building is enclosed.
- **Allowance #5 – Graphics $12,500**
    - This allowance covers furnishing and installation of wall coverings associated with specification 09 72 00.
- **Allowance #6 – Infrared Sauna $12,000**
    - This allowance covers furnishing and installation of Rocky Mountain sauna: Durango 60.25" x 50.1"
- **Allowance #7 – Pier Casing $87,500**
    - This allowance covers casing for 50% of the piers, including the initial rig mobilization.
- **Allowance #8 – SCBA Fill, Wash Stations, and Air Compressor $150,000**
    - This allowance covers furnishing and installation of SCBA fill station, wash station, and the air compressor.

Allowances – Fire Station #6

- **Allowance #1 – City Comments / TAS Comments $5,000**
    - This allowance covers any city comments that result in scope changes from permitting.
- **Allowance #2 – Station Alerting System $150,000**
    - This allowance covers furnishing and installation of G2 station alerting system devices, infrastructure, and wiring.
- **Allowance #3 – ERRS $26,462**

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  - This allowance covers furnishing and installation of a radio booster system pending an initial test when the building is enclosed.
- **Allowance #4 – Cell Booster $13,231**
  - This allowance covers furnishing and installation of a cell booster system pending an initial test when the building is enclosed.
- **Allowance #5 – Graphics $12,500**
  - This allowance covers furnishing and installation of wall coverings associated with specification 09 72 00.
- **Allowance #6 – Infrared Sauna $12,000**
  - This allowance covers furnishing and installation of Rocky Mountain sauna: Durango 60.25" x 50.1"
- **Allowance #7 – Pier Casing $102,500**
  - This allowance covers casing for 50% of the piers, including the initial rig mobilization.
- **Allowance #8 – Temporary Generator Rental (2 MO) $50,000**
  - This allowance covers temporary generator rental and fuel for two months in the instance there are delays associated with procurement of the permanent generator.
- **Allowance #9 – SCBA Fill, Wash Stations, and Air Compressor $150,000**
  - This allowance covers furnishing and installation of SCBA fill station, wash station, and the air compressor.

Allowances – Temporary Sprung Structure

- **Allowance #1 – City Comments / TAS Comments $5,000**
  - This allowance covers any city comments that result in scope changes from permitting.
- **Allowance #2 – Station Alerting System Infrastructure $15,000**
  - This allowance covers furnishing and installation of infrastructure and wiring for the salvaged devices (by others) in the living quarters.
- **Allowance #3 – Shed for Fire Riser & Foundation $3,500**
  - This allowance covers furnishing and installation of the shed for the fire riser and a concrete pad to sit on.
- **Allowance #4 – New Sprinkler Piping and Heads for Trailer $15,000**
  - This allowance covers furnishing and installation of a new sprinkler system for the living quarters.
- **Allowance #5 – Trailer Plumbing Connections $10,000**
  - This allowance covers final plumbing connections to the trailer and the sprung structure.
- **Allowance #6 – HVAC for Trailer and Heater for Shed $20,000**
  - This allowance covers furnishing and installation of a wall unit for the trailer and a heater for the fire riser shed.
- **Allowance #7 – Temporary Services During Operation $60,000**
  - This allowance covers electric, utility, and sanitary services while the trailer is occupied during construction of Fire Station #5.
- **Allowance #8 – Set Up Charges for Living Quarters $20,000**
  - This allowance covers initial setting of the living quarters trailer, skirting, and any required ramps or railings.
- **Allowance #9 – Electrical Salvaging (Sheet EDS-100) $30,000**
  - This allowance covers salvaging of the ATS and generator from existing station 5.
- **Allowance #10 – Generator Relocation Misc Items $25,000**

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- This allowance covers furnishing and installation of manual transfer switches, raceways, and feeders required for install of the generator.

Unit Prices – Fire Station #5, Fire Station #6, and Temporary Sprung Structure

- **Additional Select Fill: $39.10/CY**
- **Additional Lime Stabilization: $10.55/SY**
- **Import topsoil for Landscaping: $60/CY**
- **Concrete Piers**
  Add 18" pier: $53/LF
  Add 18" casing: $49/LF
  Add 24" pier: $65/LF
  Add 24" casing: $59/LF
  Add 30" pier: $81/LF
  Add 30" casing: $73/LF
- **Additional Concrete Sidewalks: $7.65/SF**
- **Additional Light-Duty Pavement: $6.10/SF**
- **Additional Heavy-Duty Pavement: $7.60/SF**
- **Additional Driveway Approach Pavement: $11/SF**
- **Moisture Mitigation for Flooring: $6.50/SF**

Other Scope Specific Assumptions and Clarifications – Fire Stations #5 and #6

LINE ITEM 7 | Earthwork

1. We have included:
   a. Moisture conditioning for a slab on grade at station #6 only.

LINE ITEM 8 | Site Utilities

1. We have included:
   a. Gravel embedment material for all utilities.
   b. Backfill of trenches with native soils where required.
2. We have NOT included:
   a. Any cement stabilized embedment materials.

LINE ITEM 15 | Landscaping and Irrigation

1. We have included:
   a. Respread of onsite spoils stockpiled by earthwork or concrete trade. Assuming on site spoils are acceptable.
2. We have NOT included:
   a. Import of any topsoil.
   b. Twelve (12) month maintenance for plantings or irrigation.

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c. Any decomposed granite for walking paths.
d. Any irrigation controllers, to be owner furnished and installed.

LINE ITEM 18 | Fencing and Gates

1. We have NOT included:
   a. Any graphics applied to the privacy panels, to be furnished and installed by others.

LINE ITEM 55 | Finished Carpentry and Millwork

1. We have NOT included:
   a. Any Architectural Woodwork Institute (AWI) certifications.

LINE ITEM 65 | Flooring package

1. We have NOT included:
   a. Any moisture mitigation, see unit prices.

LINE ITEM 97 | Fire Sprinkler Systems

1. We have NOT included:
   a. Any fire pumps.

LINE ITEM 99 | HVAC Systems

1. We have NOT included:
   a. Plymovent, magnegrip or similar vehicle exhaust systems.

LINE ITEM 102 | Electrical Systems

1. We have NOT included:
   a. Lightning protection.

Other Scope Specific Assumptions and Clarifications – Temporary Sprung Structure

LINE ITEM 7 | Earthwork

1. We have included:
   a. Pad prep includes grading and compaction only.
   b. Spreading of owner furnished millings for the temporary drive.
2. We have NOT included:
   a. Any sump pump dewatering.

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b. Any well point or similar dewatering systems.
c. Any moisture conditioning, select fill, or alternative pad prep underneath any structures.
d. Any traffic control or barriers outside of flagging.
e. Any temporary culverts.
f. "Rhino Snot" or similar dust control applications.
g. Maintenance of the flex base / asphalt milling drives throughout occupancy.
h. Any demolition after the new Fire Station is occupied.

LINE ITEM 8 | Site Utilities

1. We have included:
   a. Standard sand or gravel embedment.
   b. Backfill of trenches with native soils where required.
2. We have NOT included:
   a. Cement stabilized backfill.
   b. Importing of soils for backfill of trenches.
   c. Any fire hydrants.

LINE ITEM 11 | Soil Treatment

1. We have NOT included:
   a. Any termite treatment.

LINE ITEM 14 | Site Signage and Striping

1. We have NOT included:
   a. Any fire lane striping.
   b. Any parking spot striping.
   c. Any wheel stops.
   d. Any traffic signage.
   e. Any signage shown on A-sheets.

LINE ITEM 15 | Landscaping & Irrigation

1. We have NOT included:
   a. Any landscape or screening requirements.
   b. Any soil stabilization for erosion control.
   c. Any resodding of disturbed areas after construction.

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LINE ITEM 32 | Sprung Structure

1. We have NOT included:
    a. Disassembly or relocation of the sprung structure after completion of Station #5.

LINE ITEM 33 | Living Quarters

1. We have included:
    a. The trailer in the condition it is at time of arrival on site.
2. We have NOT included:
    a. ADA requirements or upgrades stated throughout sheet G-201.
    b. Electrical work not shown.
    c. Appliances for the trailer.
    d. Architectural finishes, patching, or painting.
    e. Ramps or stairs, see allowance #8.
    f. Any cabinetry work.
    g. Excludes cable tray within the living quarters, assumes we can surface mount conduits.
    h. Any railings.
    i. Initial delivery of the trailer to the location shown on the site plan, a direct cost to the city.
    j. Relocation of the trailer after completion of Station #5.
    k. Warranties on the trailer since it was purchased as is.

LINE ITEM 73 | Signage Package

1. We have NOT included:
    a. Identification signage for any of the structures.

LINE ITEM 78 | Fire Extinguishers & Cabinets

1. We have NOT included:
    a. Any fire extinguisher cabinets.

LINE ITEM 79 | Lockers

1. We have NOT included:
    a. Furnish or installation of any gear grid lockers, salvage of existing is by owner.

LINE ITEM 97 | Fire Sprinkler Systems

1. We have NOT included:
    a. Any sprinklers for the sprung structure.

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LINE ITEM 102 | Electrical Systems

1. We have included:
   a. Hook up to the salvaged Generator.
   b. Hook up to the salvaged Automatic Transfer Switch.
2. We have NOT included:
   a. Furnishing of any generators, miscellaneous items needed for complete install to be handled by allowance #10.

LINE ITEM 103 | Fire Alarm Systems

1. We have NOT included:
   a. Any fire alarm devices, CO detection, life safety equipment for the sprung structure or living quarters.

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Fire Station #5 – Enumeration of Documents

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CORE

ENUMERATION OF DOCUMENTS

City of Denton Fire Station #5

PROJECT MANUAL						
Specification/ Drawing	**Description**	**Spec Date**	**Stamp Date**	**CORE Received Date**	**Revision**	**Color**
Division 00	**Procurement and Contracting Requirements**					
00 01 10 - FS 5	TABLE OF CONTENTS	2/25/2025	2/25/2025	2/25/2025	0	
00 31 32 - FS 5	GEOTECHNICAL DATA	2/25/2025	2/25/2025	2/25/2025	0	
00 73 43 - FS 5	PREVAILING WAGE RATES	2/25/2025	2/25/2025	2/25/2025	0	
Division 01	**General Requirements**					
01 11 00 - FS 5	SUMMARY OF WORK	2/25/2025	2/25/2025	2/25/2025	0	
01 16 00 - FS 5	PRODUCT REQUIREMENTS	2/25/2025	2/25/2025	2/25/2025	0	
01 21 00 - FS 5	ALLOWANCES	2/25/2025	2/25/2025	2/25/2025	0	
01 23 00 - FS 5	ALTERNATES	2/25/2025	2/25/2025	2/25/2025	0	
01 25 00 - FS 5	SUBSTITUTION PROCEDURES	2/25/2025	2/25/2025	2/25/2025	0	
01 29 00 - FS 5	PAYMENT PROCEDURES	2/25/2025	2/25/2025	2/25/2025	0	
01 29 76 - FS 5	STORED MATERIALS AND EQUIPMENT (MATERIALS ON HAND)	2/25/2025	2/25/2025	2/25/2025	0	
01 31 00 - FS 5	PROJECT MANAGEMENT AND COORDINATION	2/25/2025	2/25/2025	2/25/2025	0	
01 31 06 - FS 5	COORDINATION DRAWINGS	2/25/2025	2/25/2025	2/25/2025	0	
01 31 19 - FS 5	PRECONSTRUCTION MEETING	2/25/2025	2/25/2025	2/25/2025	0	
01 31 20 - FS 5	PROJECT MEETINGS	2/25/2025	2/25/2025	2/25/2025	0	
01 32 16 - FS 5	CONSTRUCTION PROGRESS SCHEDULE	2/25/2025	2/25/2025	2/25/2025	0	
01 32 33 - FS 5	PRECONSTRUCTION VIDEO	2/25/2025	2/25/2025	2/25/2025	0	
01 33 00 - FS 5	SUBMITTALS	2/25/2025	2/25/2025	2/25/2025	0	
01 35 13 - FS 5	SPECIAL PROJECT PROCEDURES	2/25/2025	2/25/2025	2/25/2025	0	
01 45 23 - FS 5	TESTING AND INSPECTION SERVICES	2/25/2025	2/25/2025	2/25/2025	0	
01 50 00 - FS 5	TEMPORARY FACILITIES AND CONTROLS	2/25/2025	2/25/2025	2/25/2025	0	
01 55 13 - FS 5	STABILIZED CONSTRUCTION EXIT	2/25/2025	2/25/2025	2/25/2025	0	
01 55 26 - FS 5	TRAFFIC CONTROL	2/25/2025	2/25/2025	2/25/2025	0	
01 57 00 - FS 5	SOURCE CONTROL	2/25/2025	2/25/2025	2/25/2025	0	
01 57 10 - FS 5	TPDES REQUIREMENTS	2/25/2025	2/25/2025	2/25/2025	0	
01 57 13 - FS 5	STORM WATER POLLUTION PREVENTION	2/25/2025	2/25/2025	2/25/2025	0	
01 57 16 - FS 5	FILTER FABRIC FENCE	2/25/2025	2/25/2025	2/25/2025	0	
01 57 19 - FS 5	CONTROL OF GROUND & SURFACE WATER	2/25/2025	2/25/2025	2/25/2025	0	
01 57 23 - FS 5	TEMPORARY STORM WATER POLLUTION CONTROL	2/25/2025	2/25/2025	2/25/2025	0	
01 58 13 - FS 5	TEMPORARY PROJECT SIGNAGE	2/25/2025	2/25/2025	2/25/2025	0	
01 60 00 - FS 5	MATERIALS AND EQUIPMENT	2/25/2025	2/25/2025	2/25/2025	0	
01 66 00 - FS 5	PRODUCT STORAGE AND HANDLING REQUIREMENTS	2/25/2025	2/25/2025	2/25/2025	0	
01 70 00 - FS 5	MOBILIZATION AND REMOBILIZATION	2/25/2025	2/25/2025	2/25/2025	0	
01 71 23 - FS 5	CONSTRUCITON STAKING AND SURVEY	2/25/2025	2/25/2025	2/25/2025	0	
01 73 29 - FS 5	CUTTING AND PATCHING	2/25/2025	2/25/2025	2/25/2025	0	
01 74 19 - FS 5	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	2/25/2025	2/25/2025	2/25/2025	0	
01 74 23 - FS 5	CLEANING	2/25/2025	2/25/2025	2/25/2025	0	
01 77 19 - FS 5	CLOSEOUT REQUIREMENTS	2/25/2025	2/25/2025	2/25/2025	0	
01 78 39 - FS 5	PROJECT RECORD DOCUMENTS	2/25/2025	2/25/2025	2/25/2025	0	
01 91 13 - FS 5	GENERAL COMMISSIONING REQUIREMENTS	2/25/2025	2/25/2025	2/25/2025	0	
Division 02	**Existing Conditions/Site**					
02 41 13.10 - FS 5	REMOVING EXISTING PAVEMENTS, UTILITIES, AND STRUCTURES	2/25/2025	2/25/2025	2/25/2025	0	
02 41 16 - FS 5	BUILDING DEMOLITION	2/25/2025	2/25/2025	2/25/2025	0	
02 41 19 - FS 5	SELECTIVE DEMOLITION	2/25/2025	2/25/2025	2/25/2025	0	
Division 03	**Concrete**					
03 30 00 - FS 5	CAST-IN-PLACE CONCRETE	2/25/2025	2/25/2025	2/25/2025	0	

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03 35 00 - FS 5	CONCRETE FLOOR FINISHING	2/25/2025	2/25/2025	2/25/2025	0	
03 66 00 - FS 5	POLISHED CONCRETE	2/25/2025	2/25/2025	2/25/2025	0	
Division 04	**Masonry**					
04 20 00 - FS 5	STRUCTURAL CONCRETE UNIT MASONRY	2/25/2025	2/25/2025	2/25/2025	0	
04 21 00 - FS 5	UNIT MASONRY	2/25/2025	2/25/2025	2/25/2025	0	
04 72 00 - FS 5	CAST STONE MASONRY	2/25/2025	2/25/2025	2/25/2025	0	
Division 05	**Metals**					
05 12 00 - FS 5	STRUCTURAL STEEL	2/25/2025	2/25/2025	2/25/2025	0	
05 12 13 - FS 5	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL	2/25/2025	2/25/2025	2/25/2025	0	
05 21 00 - FS 5	STEEL JOISTS & JOIST GIRDERS	2/25/2025	2/25/2025	2/25/2025	0	
05 31 00 - FS 5	STEEL DECK	2/25/2025	2/25/2025	2/25/2025	0	
05 40 00 - FS 5	COLD-FORMED METAL FRAMING	2/25/2025	2/25/2025	2/25/2025	0	
05 51 33 - FS 5	METAL WALL LADDER	3/11/2025	3/11/2025	3/11/2025	1	
Division 06	**Wood, Plastics, and Composites**					
06 10 00 - FS 5	ROUGH CARPENTRY	2/25/2025	2/25/2025	2/25/2025	0	
06 16 00 - FS 5	SHEATHING	2/25/2025	2/25/2025	2/25/2025	0	
06 41 16 - FS 5	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	2/25/2025	2/25/2025	2/25/2025	0	
Division 07	**Thermal and Moisture Protection**					
07 11 13 - FS 5	BITUMINOUS DAMPPROOFING	2/25/2025	2/25/2025	2/25/2025	0	
07 18 20 - FS 5	PENETRATION FLOOR SEALER	2/25/2025	2/25/2025	2/25/2025	0	
07 21 00 - FS 5	THERMAL INSULATION	2/25/2025	2/25/2025	2/25/2025	0	
07 25 00 - FS 5	WEATHER BARRIER	2/25/2025	2/25/2025	2/25/2025	0	
07 26 00 - FS 5	UNDER-SLAB VAPOR BARRIER	2/25/2025	2/25/2025	2/25/2025	0	
07 27 27 - FS 5	FLUID-APPLIED MEMBRANE AIR & MOISTURE BARRIER	2/25/2025	2/25/2025	2/25/2025	0	
07 41 13 - FS 5	METAL ROOF PANELS	2/25/2025	2/25/2025	2/25/2025	0	
07 42 13 - FS 5	PREFORMED METAL WALL PANELS	2/25/2025	2/25/2025	2/25/2025	0	
07 42 93 - FS 5	SOFFIT PANELS	2/25/2025	2/25/2025	2/25/2025	0	
07 51 00 - FS 5	BUILT-UP ASPHALT ROOFING	2/25/2025	2/25/2025	2/25/2025	0	
07 52 16 - FS 5	MODIFIED BITUMINOUS MEMBRANE ROOFING	2/25/2025	2/25/2025	2/25/2025	0	
07 62 00 - FS 5	SHEET METAL FLASHING AND TRIM	2/25/2025	2/25/2025	2/25/2025	0	
07 71 23 - FS 5	MANUFACTURED GUTTERS AND DOWNSPOUTS	2/25/2025	2/25/2025	2/25/2025	0	
07 84 13 - FS 5	FIRESTOPPING	2/25/2025	2/25/2025	2/25/2025	0	
07 92 00 - FS 5	JOINT SEALERS	2/25/2025	2/25/2025	2/25/2025	0	
Division 08	**Openings**					
08 11 13 - FS 5	HOLLOW METAL DOORS AND FRAMES	2/25/2025	2/25/2025	2/25/2025	0	
08 12 10 - FS 5	INTERIOR ALUMINUM DOORS, DOOR FRAMES, AND STOREFRONT FRAMING	2/25/2025	2/25/2025	2/25/2025	0	
08 14 23 - FS 5	PLASTIC-LAMINATE-FACED WOOD DOORS	2/25/2025	2/25/2025	2/25/2025	0	
08 30 00 - FS 5	SPECIALTY STEEL DOORS AND FRAMES	2/25/2025	2/25/2025	2/25/2025	0	
08 31 13 - FS 5	ACCESS DOORS	2/25/2025	2/25/2025	2/25/2025	0	
08 33 00 - FS 5	ROLLING GRILLES	2/25/2025	2/25/2025	2/25/2025	0	
08 33 23 - FS 5	OVERHEAD COILING DOORS	2/25/2025	2/25/2025	2/25/2025	0	
08 35 13 - FS 5	FOUR FOLD DOORS	2/25/2025	2/25/2025	2/25/2025	0	
08 36 00 - FS 5	SECTIONAL OVERHEAD DOORS	2/25/2025	2/25/2025	2/25/2025	0	
08 41 13 - FS 5	ALUMINUM FRAMED ENTRANCES AND STOREFRONTS	2/25/2025	2/25/2025	2/25/2025	0	
08 51 13 - FS 5	VERTICAL HUNG ALUMINUM WINDOWS	3/20/2025	3/20/2025	3/20/2025	0	
08 71 00 - FS 5	DOOR HARDWARE	2/25/2025	2/25/2025	2/25/2025	0	
08 71 01 - FS 5	SLIDING BARN DOORS	2/25/2025	2/25/2025	2/25/2025	0	
08 80 00 - FS 5	GLAZED SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	

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08 91 00 - FS 5	METAL LOUVERS	2/25/2025	2/25/2025	2/25/2025	0	
Division 09	**Finishes**					
09 22 16 - FS 5	NON-STRUCTURAL METAL FRAMING	2/25/2025	2/25/2025	2/25/2025	0	
09 29 00 - FS 5	GYPSUM BOARD	2/25/2025	2/25/2025	2/25/2025	0	
09 30 13 - FS 5	CERAMIC TILING	2/25/2025	2/25/2025	2/25/2025	0	
09 51 23 - FS 5	ACOUSTICAL TILE CEILINGS	2/25/2025	2/25/2025	2/25/2025	0	
09 65 13 - FS 5	RESILIENT BASE AND ACCESSORIES	2/25/2025	2/25/2025	2/25/2025	0	
09 65 66 - FS 5	RESILIENT ATHLETIC FLOORING	2/25/2025	2/25/2025	2/25/2025	0	
09 68 13 - FS 5	TILE CARPETING	2/25/2025	2/25/2025	2/25/2025	0	
09 72 00 - FS 5	WALL COVERINGS	2/25/2025	2/25/2025	2/25/2025	0	
09 91 00 - FS 5	EXTERIOR PAINTING	2/25/2025	2/25/2025	2/25/2025	0	
09 91 23 - FS 5	INTERIOR PAINTING	2/25/2025	2/25/2025	2/25/2025	0	
09 96 00 - FS 5	HIGH-PERFORMANCE COATINGS	2/25/2025	2/25/2025	2/25/2025	0	
Division 10	**Specialties**					
10 11 00 - FS 5	MARKERBOARDS	2/25/2025	2/25/2025	2/25/2025	0	
10 14 00 - FS 5	SIGNAGE AND GRAPHICS	2/25/2025	2/25/2025	2/25/2025	0	
10 14 19 - FS 5	DIMENSIONAL LETTER SIGNAGE	2/25/2025	2/25/2025	2/25/2025	0	
10 26 00 - FS 5	WALL AND DOOR PROTECTION	2/25/2025	2/25/2025	2/25/2025	0	
10 28 13 - FS 5	TOILET ACCESSORIES	3/20/2025	3/20/2025	3/20/2025	1	
10 44 00 - FS 5	FIRE EXTINGUISHERS AND CABINETS	2/25/2025	2/25/2025	2/25/2025	0	
10 50 30 - FS 5	TURNOUT GEAR LOCKERS WALL MOUNTED	2/25/2025	2/25/2025	2/25/2025	0	
10 73 16 - FS 5	ALUMINUM CANOPIES	2/25/2025	2/25/2025	2/25/2025	0	
10 75 00 - FS 5	FLAGPOLES	2/25/2025	2/25/2025	2/25/2025	0	
Division 11	**Equipment**					
11 23 00 - FS 5	COMMERCIAL LAUNDRY EQUIPMENT	2/25/2025	2/25/2025	2/25/2025	0	
11 30 00 - FS 5	RESIDENTIAL APPLIANCES	2/25/2025	2/25/2025	2/25/2025	0	
Division 12	**Furnishings**					
12 36 16 - FS 5	METAL COUNTERTOPS	2/25/2025	2/25/2025	2/25/2025	0	
12 36 19 - FS 5	WOOD COUNTERTOPS	2/25/2025	2/25/2025	2/25/2025	0	
12 36 61.16 - FS 5	SOLID SURFACING COUNTERTOPS	2/25/2025	2/25/2025	2/25/2025	0	
12 49 20 - FS 5	MANUAL OPERATED ROLLER SHADE	2/25/2025	2/25/2025	2/25/2025	0	
Division 21	**Fire Suppression**					
21 05 00 - FS 5	COMMON WORK RESULTS FOR FIRE SUPPRESSION	2/25/2025	2/25/2025	2/25/2025	0	
21 13 13 - FS 5	WET-PIPE SPRINKLER SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
21 13 16 - FS 5	DRY-PIPE SPRINKLER SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
Division 22	**Plumbing**					
22 05 29 - FS 5	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	2/25/2025	2/25/2025	2/25/2025	0	
22 07 00 - FS 5	PLUMBING INSULATION	2/25/2025	2/25/2025	2/25/2025	0	
22 11 00 - FS 5	FACILITY WATER DISTRIBUTION	2/25/2025	2/25/2025	2/25/2025	0	
22 13 00 - FS 5	FACILITY SANITARY SEWERAGE	2/25/2025	2/25/2025	2/25/2025	0	
22 15 13 - FS 5	GENERAL SERVICE COMPRESSED-AIR PIPING	2/25/2025	2/25/2025	2/25/2025	0	
22 34 00 - FS 5	FUEL-FIRED DOMESTIC WATER HEATERS	2/25/2025	2/25/2025	2/25/2025	0	
22 40 00 - FS 5	PLUMBING FIXTURES	2/25/2025	2/25/2025	2/25/2025	0	
Division 23	**Heating, Ventilating, and Air Conditioning**					
23 05 00 - FS 5	GENERAL MECHANICAL REQUIREMENTS	2/25/2025	2/25/2025	2/25/2025	0	
23 05 29 - FS 5	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	2/25/2025	2/25/2025	2/25/2025	0	
23 05 53 - FS 5	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	2/25/2025	2/25/2025	2/25/2025	0	
23 05 93 - FS 5	TESTING, ADJUSTING, AND BALANCING FOR HVAC	2/25/2025	2/25/2025	2/25/2025	0	
23 07 00 - FS 5	HVAC INSULATION	2/25/2025	2/25/2025	2/25/2025	0	

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23 09 23 - FS 5	DIRECT DIGITAL CONTROL FOR HVAC	2/25/2025	2/25/2025	2/25/2025	0	
23 11 23 - FS 5	FACILITY NATURAL-GAS PIPING	2/25/2025	2/25/2025	2/25/2025	0	
23 23 00 - FS 5	REFRIGERANT PIPING	2/25/2025	2/25/2025	2/25/2025	0	
23 31 00 - FS 5	HVAC DUCTS AND CASINGS	2/25/2025	2/25/2025	2/25/2025	0	
23 33 00 - FS 5	AIR DUCT ACCESSORIES	2/25/2025	2/25/2025	2/25/2025	0	
23 34 00 - FS 5	HVAC FANS	2/25/2025	2/25/2025	2/25/2025	0	
23 36 00 - FS 5	AIR TERMINAL UNITS	2/25/2025	2/25/2025	2/25/2025	0	
23 37 00 - FS 5	AIR OUTLETS AND INLETS	2/25/2025	2/25/2025	2/25/2025	0	
23 55 00 - FS 5	FUEL-FIRED HEATERS	2/25/2025	2/25/2025	2/25/2025	0	
23 81 26.10 - FS 5	DUCTLESS-SPLIT SYSTEM AIR CONDITIONERS	2/25/2025	2/25/2025	2/25/2025	0	
23 82 00 - FS 5	CONVECTION HEATING AND COOLING UNITS	2/25/2025	2/25/2025	2/25/2025	0	
Division 26	**Electrical**					
26 05 00 - FS 5	BASIC ELECTRICAL METHODS	2/25/2025	2/25/2025	2/25/2025	0	
26 05 13 - FS 5	BUILDING WIRE AND CABLE	2/25/2025	2/25/2025	2/25/2025	0	
26 05 19 - FS 5	EQUIPMENT WIRING SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
26 05 26 - FS 5	GROUNDING AND BONDING	2/25/2025	2/25/2025	2/25/2025	0	
26 05 29 - FS 5	SUPPORTING DEVICES	2/25/2025	2/25/2025	2/25/2025	0	
26 05 33 - FS 5	CONDUIT	2/25/2025	2/25/2025	2/25/2025	0	
26 05 33.16 - FS 5	BOXES	2/25/2025	2/25/2025	2/25/2025	0	
26 05 53 - FS 5	ELECTRICAL IDENTIFICATION	2/25/2025	2/25/2025	2/25/2025	0	
26 05 73 - FS 5	POWER SYSTEM STUDIES	2/25/2025	2/25/2025	2/25/2025	0	
26 09 24 - FS 5	LIGHTING CONTROLS	2/25/2025	2/25/2025	2/25/2025	0	
26 18 39 - FS 5	ENCLOSED MOTOR CONTROLLERS	2/25/2025	2/25/2025	2/25/2025	0	
26 24 16 - FS 5	PANELBOARDS	2/25/2025	2/25/2025	2/25/2025	0	
26 27 26 - FS 5	WIRING DEVICES	2/25/2025	2/25/2025	2/25/2025	0	
26 28 16.16 - FS 5	ENCLOSED SWITCHES	2/25/2025	2/25/2025	2/25/2025	0	
26 32 13 - FS 5	ENGINE GENERATORS	2/25/2025	2/25/2025	2/25/2025	0	
26 36 13 - FS 5	ENCLOSED TRANSFER SWITCHES	2/25/2025	2/25/2025	2/25/2025	0	
26 51 00 - FS 5	INTERIOR LIGHTING	2/25/2025	2/25/2025	2/25/2025	0	
Division 27	**Communications**					
27 00 00 - FS 5	COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
27 05 26 - FS 5	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
27 05 28 - FS 5	PATHWAYS FOR COMMUNICATIONS SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
27 05 43 - FS 5	UNDERGROUND DUCTS AND RACEWAYS FOR COMMUNICATIONS SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
27 11 00 - FS 5	COMMUNICATIONS ROOM FITTINGS	2/25/2025	2/25/2025	2/25/2025	0	
27 15 00 - FS 5	COMMUNICATIONS HORIZONTAL CABLING	2/25/2025	2/25/2025	2/25/2025	0	
27 41 13 - FS 5	AUDIOVISUAL INFRASTRUCTURE	2/25/2025	2/25/2025	2/25/2025	0	
27 41 16 - FS 5	AUDIOVISUAL SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
Division 28	**Electronic Safety and Security**					
28 05 00 - FS 5	COMMON WORK FOR ELECTRONIC SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
28 08 00 - FS 5	COMMISSIONING OF ELECTRONIC SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
28 10 00 - FS 5	ACCESS CONTROL SYSTEM	2/25/2025	2/25/2025	2/25/2025	0	
28 20 00 - FS 5	VIDEO SURVEILLANCE SYSTEM	2/25/2025	2/25/2025	2/25/2025	0	
28 26 00 - FS 5	INTERCOMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
28 31 00 - FS 5	FIRE ALARM SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
Division 31	**Earthwork**					
31 23 00 - FS 5	EXCAVATION AND EMBANKMENT	2/25/2025	2/25/2025	2/25/2025	0	
31 23 23.53 - FS 5	CEMENT STABILIZED SAND BACKFILL	2/25/2025	2/25/2025	2/25/2025	0	

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31 23 33 - FS 5	EXCAVATION, TRENCHING, AND BACKFILLING	2/25/2025	2/25/2025	2/25/2025	0	
31 31 16 - FS 5	TERMITE CONTROL	2/25/2025	2/25/2025	2/25/2025	0	
31 63 29 - FS 5	DRILLED PIERS	2/25/2025	2/25/2025	2/25/2025	0	
Division 32	**Exterior Improvements**					
32 11 16 - FS 5	SUBGRADE PREPARATION AND COMPACTION	2/25/2025	2/25/2025	2/25/2025	0	
32 11 29 - FS 5	LIME STABILIZATION	2/25/2025	2/25/2025	2/25/2025	0	
32 11 29.02 - FS 5	ROLLING	2/25/2025	2/25/2025	2/25/2025	0	
32 13 00 - FS 5	SITE CONCRETE	2/25/2025	2/25/2025	2/25/2025	0	
32 13 13 - FS 5	CONCRETE PAVEMENT	2/25/2025	2/25/2025	2/25/2025	0	
32 16 13 - FS 5	CONCRETE CURB AND GUTTER	2/25/2025	2/25/2025	2/25/2025	0	
32 16 13.01 - FS 5	CONCRETE SIDEWALK	2/25/2025	2/25/2025	2/25/2025	0	
32 17 23 - FS 5	PAVEMENT MARKINGS	2/25/2025	2/25/2025	2/25/2025	0	
32 31 11 - FS 5	GATE OPERATORS	2/25/2025	2/25/2025	2/25/2025	0	
32 31 19 - FS 5	ORNAMENTAL FENCES AND GATES	2/25/2025	2/25/2025	2/25/2025	0	
32 31 21 - FS 5	ALUMINUM LOUVER FENCES AND GATES	2/25/2025	2/25/2025	2/25/2025	0	
32 84 00 - FS 5	PLANTING IRRIGATION	2/25/2025	2/25/2025	2/25/2025	0	
32 91 15 - FS 5	SOIL PREPARATION	2/25/2025	2/25/2025	2/25/2025	0	
32 92 00 - FS 5	TURF AND GRASSES	2/25/2025	2/25/2025	2/25/2025	0	
32 93 00 - FS 5	PLANTS	2/25/2025	2/25/2025	2/25/2025	0	
Division 33	**Utilities**					
33 11 00 - FS 5	WATER UTILITY DISTRUBUTION	2/25/2025	2/25/2025	2/25/2025	0	
33 31 00 - FS 5	SANITARY UTILITY SEWERAGE	2/25/2025	2/25/2025	2/25/2025	0	
33 41 00 - FS 5	STORM UTILITY DRAINAGE PIPING	2/25/2025	2/25/2025	2/25/2025	0	
	DRAWINGS					
Specification/ Drawing	**Description**	**Drawing Date**	**Stamp Date**	**CORE Received Date**	**Revision**	**Color**
Architectural						
A-101	OVERALL FLOOR PLAN - LEVEL 1	2/25/2025	2/25/2025	2/25/2025	0	
A-111	OVERALL EQUIPMENT FLOOR PLAN - LEVEL 1	2/25/2025	2/25/2025	2/25/2025	0	
A-131	OVERALL DIMENSION FLOOR PLAN - LEVEL 1	2/25/2025	2/25/2025	2/25/2025	0	
A-141	OVERALL PARTITION TYPE FLOOR PLAN - LEVEL 1	2/25/2025	2/25/2025	2/25/2025	0	
A-201	EXTERIOR ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-211	ENLARGED EXTERIOR ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-301	BUILDING SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-302	BUILDING SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-303	BUILDING SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-311	WALL SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-312	WALL SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-313	WALL SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-314	WALL SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-315	WALL SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-316	WALL SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-501	EXTERIOR DETAILS - PLAN DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
A-511	EXTERIOR DETAILS - SECTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
A-512	EXTERIOR DETAILS - SECTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
A-519	EXTERIOR DETAILS - DOOR, WINDOW & LOUVER DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
A-520	EXTERIOR DETAILS - DOOR, WINDOW & LOUVER DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
A-521	EXTERIOR DETAILS - DOOR, WINDOW & LOUVER DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
A-903	3D REPRESENTATIONS AND ISOMETRICS	2/25/2025	2/25/2025	2/25/2025	0	

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A-910	CLEAN FLOOR PLAN LEVEL 1	2/25/2025	2/25/2025	2/25/2025	0	
AD-100	DEMOLITION SITE PLAN	2/25/2025	2/25/2025	2/25/2025	0	
AS-100	OVERALL SITE PLAN	2/25/2025	2/25/2025	2/25/2025	0	
AS-201	SITE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
Civil						
C1.01	CIVIL COVER SHEET	2/25/2025	2/25/2025	2/25/2025	0	
C11.60	STORM CALCULATIONS	2/25/2025	2/25/2025	2/25/2025	0	
C13.50	SEWER PROFILE	2/25/2025	2/25/2025	2/25/2025	0	
C16.01	TRAFFIC CONTROL PLAN	2/25/2025	2/25/2025	2/25/2025	0	
C17.02	EROSION CONTROL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.01	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.02	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.03	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.04	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.05	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.06	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.07	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.08	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.09	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.10	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.11	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.12	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.13	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.14	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.15	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.16	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.17	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.18	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C19.01	STANDARD DETAILS (TXDOT)	2/25/2025	2/25/2025	2/25/2025	0	
C2.01	GENERAL NOTES	2/25/2025	2/25/2025	2/25/2025	0	
C3.01	SUMMARY OF QUANTITIES	2/25/2025	2/25/2025	2/25/2025	0	
C4.01	FINAL PLAT	2/25/2025	2/25/2025	2/25/2025	0	
C6.01	ZONING COMPLIANCE PLAN	2/25/2025	2/25/2025	2/25/2025	0	
C8.01	EXISTING DRAINAGE AREA MAP	2/25/2025	2/25/2025	2/25/2025	0	
C8.02	PROPOSED DRAINAGE AREA MAP	2/25/2025	2/25/2025	2/25/2025	0	
Electrical						
E-001	ELECTRICAL SYMBOLS, LEGENDS & ABBREVIATIONS	2/25/2025	2/25/2025	2/25/2025	0	
E-121	ELECTRICAL POWER PLAN	2/25/2025	2/25/2025	2/25/2025	0	
E-131	FIRE ALARM PLAN	2/25/2025	2/25/2025	2/25/2025	0	
E-141	ELECTRICAL MECHANICAL POWER PLAN	2/25/2025	2/25/2025	2/25/2025	0	
E-501	ELECTRICAL RISER DIAGRAM	2/25/2025	2/25/2025	2/25/2025	0	
E-502	ELECTRICAL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
E-503	ELECTRICAL UTILITY DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
E-602	ELECTRICAL SCHEDULES	2/25/2025	2/25/2025	2/25/2025	0	
EDS-100	ELECTRICAL DEMO SITE PLAN	2/25/2025	2/25/2025	2/25/2025	0	
Fire Protection						
F-111	FIRE PROTECTION PLAN	2/25/2025	2/25/2025	2/25/2025	0	
General						
-	COVER SHEET	2/25/2025	2/25/2025	2/25/2025	0	
G-002	LOCATION AND AREA MAPS	2/25/2025	2/25/2025	2/25/2025	0	
G-104	STORM SHELTER CODE ANALYSIS	2/25/2025	2/25/2025	2/25/2025	0	
G-301	SITE CODE ANALYSIS	2/25/2025	2/25/2025	2/25/2025	0	
G-401	OVERALL SITE - PHASE 1 & 2	2/25/2025	2/25/2025	2/25/2025	0	
G-402	OVERALL SITE - PHASE 3	2/25/2025	2/25/2025	2/25/2025	0	
G-501	UL ASSEMBLIES	2/25/2025	2/25/2025	2/25/2025	0	
Landscape						

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L001	LANDSCAPE / IRRIGATION GENERAL NOTES & SCHEDULES	2/25/2025	2/25/2025	2/25/2025	0	
L100	LANDSCAPE SITE PLAN	2/25/2025	2/25/2025	2/25/2025	0	
L500	LANDSCAPE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
L-X100	TREE PRESERVATION PLAN	2/25/2025	2/25/2025	2/25/2025	0	
Mechanical						
M-001	MECHANICAL SYMBOLS, LEGENDS & ABBREVIATIONS	2/25/2025	2/25/2025	2/25/2025	0	
M-111	MECHANICAL PLAN	2/25/2025	2/25/2025	2/25/2025	0	
M-121	MECHANICAL PLAN - ROOF	2/25/2025	2/25/2025	2/25/2025	0	
M-501	MECHANICAL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
M-601	MECHANICAL SCHEDULES	2/25/2025	2/25/2025	2/25/2025	0	
M-602	MECHANICAL SCHEDULES CONTINUED	2/25/2025	2/25/2025	2/25/2025	0	
M-701	MECHANICAL CONTROLS SCHEMATICS AND POINTS LIST	2/25/2025	2/25/2025	2/25/2025	0	
M-702	MECHANICAL CONTROLS SEQUENCE OF OPERATIONS	2/25/2025	2/25/2025	2/25/2025	0	
MEP-101	MEP SITE PLAN	2/25/2025	2/25/2025	2/25/2025	0	
Plumbing						
P-001	PLUMBING SYMBOLS, LEGENDS & ABBREVIATIONS	2/25/2025	2/25/2025	2/25/2025	0	
P-111	PLUMBING PLAN OVERALL	2/25/2025	2/25/2025	2/25/2025	0	
P-113	PLUMBING PLAN SEWER & CONDENSATE	2/25/2025	2/25/2025	2/25/2025	0	
P-121	PLUMBING PLAN - ROOF	2/25/2025	2/25/2025	2/25/2025	0	
P-501	PLUMBING DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
P-901	PLUMBING RISER DIAGRAMS	2/25/2025	2/25/2025	2/25/2025	0	
Structural						
S-101	STRUCTURAL NOTES	2/25/2025	2/25/2025	2/25/2025	0	
S-102	STRUCTURAL NOTES	2/25/2025	2/25/2025	2/25/2025	0	
S-103	SYMBOLS & ABBREVIATIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-104	SPECIAL INSPECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-105	SPECIAL INSPECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-106	STORM SHELTER NOTES AND INSPECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-107	ROOF WIND LOADING PLAN	2/25/2025	2/25/2025	2/25/2025	0	
S-111	SITE PLAN	2/25/2025	2/25/2025	2/25/2025	0	
S-201	FOUNDATION PLAN	2/25/2025	2/25/2025	2/25/2025	0	
S-203	HIGH ROOF FRAMING PLAN	2/25/2025	2/25/2025	2/25/2025	0	
S-210	STORM SHELTER FOUNDATION & ROOF FRAMING PLANS	2/25/2025	2/25/2025	2/25/2025	0	
S-301	TYPICAL CONCRETE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-302	TYPICAL CONCRETE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-303	TYPICAL CONCRETE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-311	CONCRETE SECTIONS & DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-312	CONCRETE DETAILS AND SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-401	TYPICAL MASONRY SECTIONS & DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-402	TYPICAL MASONRY SECTIONS & DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-410	STORM SHELTER TYPICAL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-411	STORM SHELTER TYPICAL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-413	STORM SHELTER WALL ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-421	MASONRY WALL ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-422	MASONRY WALL ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-501	TYPICAL STEEL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-502	TYPICAL STEEL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-503	TYPICAL STEEL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-511	STEEL DETAILS & SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-512	STEEL DETAILS & SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	

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S-513	STEEL DETAILS & SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-555	TRUSS PROFILES	2/25/2025	2/25/2025	2/25/2025	0	
S-601	BRACE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-602	BRACE ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
SW.01	SOLID WASTE PLAN	2/25/2025	2/25/2025	2/25/2025	0	
Technology						
AV-001	LEGEND AND NOTES - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
AV-002	RISER DIAGRAM - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
AV-101	OVERALL FLOOR PLAN - LEVEL 1 - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
AV-151	OVERALL REFLECTED CEILING PLAN - LEVEL 1 - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
AV-301	ONE-LINE DETAILS - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
AV-401	GENERAL DETAILS - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
AV-402	GENERAL DETAILS - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
SC-001	LEGEND AND NOTES - SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
SC-101	OVERALL FLOOR PLAN - LEVEL 1 - SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
SC-301	DOOR DETAILS - SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
SC-401	GENERAL DETAILS - SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
SC-402	GENERAL DETAILS - SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
SCS-100	SITE PLAN - SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
T-001	LEGEND AND NOTES - COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
T-101	OVERALL FLOOR PLAN - LEVEL 1 - COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
T-102	ROOF PLAN - COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
T-301	IT ROOM 108 - COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
T-401	GENERAL DETAILS - COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
TS-100	SITE PLAN - COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	

ADDENDUMS

Addendums	Description	Drawing Date	Stamp Date	CORE Received Date	Revision	Color
Architectural						
A-151	OVERALL REFLECTED CEILING PLAN - LEVEL 1	3/10/2025	3/10/2025	3/10/2025	1	
A-171	ROOF PLAN	3/10/2025	3/10/2025	3/10/2025	1	
A-801	OVERALL SIGNAGE FLOOR PLAN - LEVEL 1	3/10/2025	3/10/2025	3/10/2025	1	
Electrical						
E-111	ELECTRICAL LIGHTING PLAN	3/10/2025	3/10/2025	3/10/2025	1	
E-601	ELECTRICAL SCHEDULES	3/10/2025	3/10/2025	3/10/2025	1	
General						
G-001	GENERAL REQUIREMENTS	3/10/2025	3/10/2025	3/10/2025	1	
Plumbing						
P-112	PLUMBING PLAN DOMESTIC WATER & GAS	3/10/2025	3/10/2025	3/10/2025	1	
Architecutral						
A-221	ENLARGED PLANS & INTERIOR ELEVATIONS	3/20/2025	3/20/2025	3/20/2025	2	
A-222	ENLARGED PLANS & INTERIOR ELEVATIONS	3/20/2025	3/20/2025	3/20/2025	1	
A-223	ENLARGED PLANS & INTERIOR ELEVATIONS	3/20/2025	3/20/2025	3/20/2025	2	
A-513	EXTERIOR DETAILS - SECTION DETAIL	3/20/2025	3/20/2025	3/20/2025	1	
A-522	EXTERIOR DETAILS - DOOR, WINDOW & LOUVER DETAILS	3/20/2025	3/20/2025	3/20/2025	2	

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ENUMERATION OF DOCUMENTS

City of Denton Fire Station #5

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision	Color
A-551	INTERIOR DETAILS - MILLWORK DETAILS	3/20/2025	3/20/2025	3/20/2025	1	
A-561	INTERIOR DETAILS - DOOR & WINDOW DETAILS	3/20/2025	3/20/2025	3/20/2025	1	
A-601	DOOR, WINDOW & LOUVER SCHEDULES	3/20/2025	3/20/2025	3/20/2025	1	
A-701	INTERIOR LEGENDS & ABBREVIATIONS	3/20/2025	3/20/2025	3/20/2025	1	
A-702	FINISH PLAN	3/20/2025	3/20/2025	3/20/2025	1	
AS-101	ENLARGED SITE PLAN	3/20/2025	3/20/2025	3/20/2025	1	
Civil						
C10.01	OVERALL UTILITY PLAN	3/20/2025	3/20/2025	3/20/2025	1	
C11.01	OVERALL STORM SEWER PLAN	3/20/2025	3/20/2025	3/20/2025	1	
C11.02	STORM PROFILES	3/20/2025	3/20/2025	3/20/2025	1	
C14.01	PAVING PLAN	3/20/2025	3/20/2025	3/20/2025	1	
C15.01	SIGNING AND MARKING PLAN	3/20/2025	3/20/2025	3/20/2025	1	
C17.01	EROSION CONTROL PLAN	3/20/2025	3/20/2025	3/20/2025	1	
C17.03	EROSION CONTROL DETAILS	3/20/2025	3/20/2025	3/20/2025	1	
C5.01	EXISTING CONDITIONS AND DEMOLITION PLAN	3/20/2025	3/20/2025	3/20/2025	1	
C7.01	OVERALL DIMENSION CONTROL PLAN	3/20/2025	3/20/2025	3/20/2025	1	
C9.01	GRADING PLAN	3/20/2025	3/20/2025	3/20/2025	1	
General						
G-101	CODE SUMMARY FIRE EXITING AND SEPARATION	3/20/2025	3/20/2025	3/20/2025	1	
Plumbing						
P-601	PLUMBING SCHEDULES	3/20/2025	3/20/2025	3/20/2025	1	
Structural						
S-112	ENLARGED SITE FOUNDATION PLANS	3/20/2025	3/20/2025	3/20/2025	1	
S-113	SITE FOUNDATION DETAILS	3/20/2025	3/20/2025	3/20/2025	1	
S-202	LOW ROOF FRAMING PLAN	3/20/2025	3/20/2025	3/20/2025	1	
S-504	TYPICAL LIGHT GAUGE TRUSS DETAILS	3/20/2025	3/20/2025	3/20/2025	1	

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Fire Station #6 – Enumeration of Documents

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CORE

ENUMERATION OF DOCUMENTS

City of Denton Fire Station #6

PROJECT MANUAL						
Specification/ Drawing	**Description**	**Spec Date**	**Stamp Date**	**CORE Received Date**	**Revision**	**Color**
Division 00	**Procurement and Contracting**					
00 01 10 - FS 6	TABLE OF CONTENTS	2/25/2025	2/25/2025	2/25/2025	0	
00 31 32 - FS 6	GEOTECHNICAL DATA	2/25/2025	2/25/2025	2/25/2025	0	
00 73 43 - FS 6	PREVAILING WAGE RATES	2/25/2025	2/25/2025	2/25/2025	0	
Division 01	**General Requirements**					
01 11 00 - FS 6	SUMMARY OF WORK	2/25/2025	2/25/2025	2/25/2025	0	
01 16 00 - FS 6	PRODUCT REQUIREMENTS	2/25/2025	2/25/2025	2/25/2025	0	
01 21 00 - FS 6	ALLOWANCES	2/25/2025	2/25/2025	2/25/2025	0	
01 23 00 - FS 6	ALTERNATES	2/25/2025	2/25/2025	2/25/2025	0	
01 25 00 - FS 6	SUBSTITUTION PROCEDURES	2/25/2025	2/25/2025	2/25/2025	0	
01 29 00 - FS 6	PAYMENT PROCEDURES	2/25/2025	2/25/2025	2/25/2025	0	
01 29 76 - FS 6	STORED MATERIALS AND EQUIPMENT	2/25/2025	2/25/2025	2/25/2025	0	
01 31 00 - FS 6	PROJECT MANAGEMENT AND	2/25/2025	2/25/2025	2/25/2025	0	
01 31 06 - FS 6	COORDINATION DRAWINGS	2/25/2025	2/25/2025	2/25/2025	0	
01 31 19 - FS 6	PRECONSTRUCTION MEETING	2/25/2025	2/25/2025	2/25/2025	0	
01 31 20 - FS 6	PROJECT MEETINGS	2/25/2025	2/25/2025	2/25/2025	0	
01 32 16 - FS 6	CONSTRUCTION PROGRESS SCHEDULE	2/25/2025	2/25/2025	2/25/2025	0	
01 32 33 - FS 6	PRECONSTRUCTION VIDEO	2/25/2025	2/25/2025	2/25/2025	0	
01 33 00 - FS 6	SUBMITTALS	2/25/2025	2/25/2025	2/25/2025	0	
01 35 13 - FS 6	SPECIAL PROJECT PROCEDURES	2/25/2025	2/25/2025	2/25/2025	0	
01 45 23 - FS 6	TESTING AND INSPECTION SERVICES	2/25/2025	2/25/2025	2/25/2025	0	
01 50 00 - FS 6	TEMPORARY FACILITIES AND CONTROLS	2/25/2025	2/25/2025	2/25/2025	0	
01 55 13 - FS 6	STABILIZED CONSTRUCTION EXIT	2/25/2025	2/25/2025	2/25/2025	0	
01 55 26 - FS 6	TRAFFIC CONTROL	2/25/2025	2/25/2025	2/25/2025	0	
01 57 00 - FS 6	SOURCE CONTROL	2/25/2025	2/25/2025	2/25/2025	0	
01 57 10 - FS 6	TPDES REQUIREMENTS	2/25/2025	2/25/2025	2/25/2025	0	
01 57 13 - FS 6	STORM WATER POLLUTION PREVENTION	2/25/2025	2/25/2025	2/25/2025	0	
01 57 16 - FS 6	FILTER FABRIC FENCE	2/25/2025	2/25/2025	2/25/2025	0	
01 57 19 - FS 6	CONTROL OF GROUND & SURFACE WATER	2/25/2025	2/25/2025	2/25/2025	0	
01 57 23 - FS 6	TEMPORARY STORM WATER POLLUTION	2/25/2025	2/25/2025	2/25/2025	0	
01 58 13 - FS 6	TEMPORARY PROJECT SIGNAGE	2/25/2025	2/25/2025	2/25/2025	0	
01 60 00 - FS 6	MATERIALS AND EQUIPMENT	2/25/2025	2/25/2025	2/25/2025	0	
01 66 00 - FS 6	PRODUCT STORAGE AND HANDLING	2/25/2025	2/25/2025	2/25/2025	0	
01 70 00 - FS 6	MOBILIZATION AND REMOBILIZATION	2/25/2025	2/25/2025	2/25/2025	0	
01 71 23 - FS 6	CONSTRUCTION STAKING AND SURVEY	2/25/2025	2/25/2025	2/25/2025	0	
01 73 29 - FS 6	CUTTING AND PATCHING	2/25/2025	2/25/2025	2/25/2025	0	
01 74 19 - FS 6	CONSTRUCTION WASTE MANAGEMENT	2/25/2025	2/25/2025	2/25/2025	0	
01 74 23 - FS 6	CLEANING	2/25/2025	2/25/2025	2/25/2025	0	
01 77 19 - FS 6	CLOSEOUT REQUIREMENTS	2/25/2025	2/25/2025	2/25/2025	0	
01 78 23 - FS 5	OPERATION AND MAINTENANCE DATA	2/25/2025	2/25/2025	2/25/2025	1	
01 78 39 - FS 6	PROJECT RECORDS DOCUMENTS	2/25/2025	2/25/2025	2/25/2025	0	
01 91 13 - FS 6	GENERAL COMMISSIONING REQUIREMENTS	2/25/2025	2/25/2025	2/25/2025	0	
Division 02	**Existing Conditions/Site**					
02 41 13.10 - FS 6	REMOVING EXISTING PAVEMENTS,	2/25/2025	2/25/2025	2/25/2025	0	
02 41 16 - FS 6	BUILDING DEMOLITION	2/25/2025	2/25/2025	2/25/2025	0	
02 41 19 - FS 6	SELECTIVE DEMOLITION	2/25/2025	2/25/2025	2/25/2025	0	
Division 03	**Concrete**					
03 30 00 - FS 6	CAST-IN-PLACE CONCRETE	2/25/2025	2/25/2025	2/25/2025	0	
03 35 00 - FS 6	CONCRETE FLOOR FINISHING	2/25/2025	2/25/2025	2/25/2025	0	
03 66 00 - FS 6	POLISHED CONCRETE	2/25/2025	2/25/2025	2/25/2025	0	
Division 04	**Masonry**					
04 20 00 - FS 6	STRUCTURAL CONCRETE UNIT MASONRY	2/25/2025	2/25/2025	2/25/2025	0	
04 21 00 - FS 6	UNIT MASONRY	2/25/2025	2/25/2025	2/25/2025	0	
04 72 00 - FS 6	CAST STONE MASONRY	2/25/2025	2/25/2025	2/25/2025	0	
Division 05	**Metals**					
05 12 00 - FS 6	STRUCTURAL STEEL	2/25/2025	2/25/2025	2/25/2025	0	
05 12 13 - FS 6	ARCHITECTURALLY EXPOSED STRUCTURAL	2/25/2025	2/25/2025	2/25/2025	0	
05 21 00 - FS 6	STEEL JOISTS & JOIST GIRDERS	2/25/2025	2/25/2025	2/25/2025	0	
05 31 00 - FS 6	STEEL DECK	2/25/2025	2/25/2025	2/25/2025	0	
05 40 00 - FS 6	COLD-FORMED METAL FRAMING	2/25/2025	2/25/2025	2/25/2025	0	
05 50 00 - FS 6	METAL FABRICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
05 51 33 - FS 6	METAL WALL LADDER	3/11/2025	3/11/2025	3/11/2025	1	
Division 06	**Wood, Plastics, and Composites**					

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06 10 00 - FS 6	ROUGH CARPENTRY	2/25/2025	2/25/2025	2/25/2025	0	
06 16 00 - FS 6	SHEATHING	2/25/2025	2/25/2025	2/25/2025	0	
06 41 16 - FS 6	PLASTIC-LAMINATE-CLAD ARCHITECTURAL	2/25/2025	2/25/2025	2/25/2025	0	
Division 07	**Thermal and Moisture Protection**					
07 11 13 - FS 6	BITUMINOUS DAMPPROOFING	2/25/2025	2/25/2025	2/25/2025	0	
07 18 20 - FS 6	PENETRATION FLOOR SEALER	2/25/2025	2/25/2025	2/25/2025	0	
07 21 00 - FS 6	THERMAL INSULATION	2/25/2025	2/25/2025	2/25/2025	0	
07 25 00 - FS 6	WEATHER BARRIER	2/25/2025	2/25/2025	2/25/2025	0	
07 26 00 - FS 6	UNDER-SLAB VAPOR BARRIER	2/25/2025	2/25/2025	2/25/2025	0	
07 27 27 - FS 6	FLUID-APPLIED MEMBRANE AIR &	2/25/2025	2/25/2025	2/25/2025	0	
07 41 13 - FS 6	METAL ROOF PANELS	2/25/2025	2/25/2025	2/25/2025	0	
07 42 13 - FS 6	PREFORMED METAL WALL PANELS	2/25/2025	2/25/2025	2/25/2025	0	
07 42 93 - FS 6	SOFFIT PANELS	2/25/2025	2/25/2025	2/25/2025	0	
07 51 00 - FS 6	BUILT-UP ASPHALT ROOFING	2/25/2025	2/25/2025	2/25/2025	0	
07 52 16 - FS 6	MODIFIED BITUMINOUS MEMBRANE	2/25/2025	2/25/2025	2/25/2025	0	
07 62 00 - FS 6	SHEET METAL FLASHING AND TRIM	2/25/2025	2/25/2025	2/25/2025	0	
07 71 23 - FS 6	MANUFACTURED GUTTERS AND	2/25/2025	2/25/2025	2/25/2025	0	
07 84 13 - FS 6	FIRESTOPPING	2/25/2025	2/25/2025	2/25/2025	0	
07 92 00 - FS 6	JOINT SEALERS	2/25/2025	2/25/2025	2/25/2025	0	
Division 08	**Openings**					
08 11 13 - FS 6	HOLLOW METAL DOORS AND FRAMES	2/25/2025	2/25/2025	2/25/2025	0	
08 12 10 - FS 6	INTERIOR ALUMINUM DOORS, DOOR	2/25/2025	2/25/2025	2/25/2025	0	
08 14 23 - FS 6	PLASTIC-LAMINATE-FACED WOOD DOORS	2/25/2025	2/25/2025	2/25/2025	0	
08 30 00 - FS 6	SPECIALTY STEEL DOORS AND FRAMES	2/25/2025	2/25/2025	2/25/2025	0	
08 31 13 - FS 6	ACCESS DOORS	2/25/2025	2/25/2025	2/25/2025	0	
08 33 00 - FS 6	ROLLING GRILLES	2/25/2025	2/25/2025	2/25/2025	0	
08 33 23 - FS 6	OVERHEAD COILING DOORS	2/25/2025	2/25/2025	2/25/2025	0	
08 35 13 - FS 6	FOUR FOLD DOORS	2/25/2025	2/25/2025	2/25/2025	0	
08 36 00 - FS 6	SECTIONAL OVERHEAD DOORS	2/25/2025	2/25/2025	2/25/2025	0	
08 41 13 - FS 6	ALUMINUM-FRAMED ENTRANCES AND	2/25/2025	2/25/2025	2/25/2025	0	
08 51 13 - FS 6	VERTICAL HUNG ALUMINUM WINDOWS	3/20/2025	3/20/2025	3/20/2025	0	
08 71 00 - FS 6	DOOR HARDWARE	2/25/2025	2/25/2025	2/25/2025	0	
08 71 01 - FS 6	SLIDING BARN DOORS	2/25/2025	2/25/2025	2/25/2025	0	
08 80 00 - FS 6	GLAZED SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
08 91 00 - FS 6	METAL LOUVERS	2/25/2025	2/25/2025	2/25/2025	0	
Division 09	**Finishes**					
09 22 16 - FS 6	NON-STRUCTURAL METAL FRAMING	2/25/2025	2/25/2025	2/25/2025	0	
09 29 00 - FS 6	GYPSUM BOARD	2/25/2025	2/25/2025	2/25/2025	0	
09 30 13 - FS 6	CERAMIC TILING	2/25/2025	2/25/2025	2/25/2025	0	
09 51 23 - FS 6	ACOUSTICAL TILE CEILINGS	2/25/2025	2/25/2025	2/25/2025	0	
09 65 13 - FS 6	RESILIENT BASE AND ACCESSORIES	2/25/2025	2/25/2025	2/25/2025	0	
09 65 66 - FS 6	RESILIENT ATHLETIC FLOORING	2/25/2025	2/25/2025	2/25/2025	0	
09 68 13 - FS 6	TILE CARPETING	2/25/2025	2/25/2025	2/25/2025	0	
09 72 00 - FS 6	WALL COVERINGS	2/25/2025	2/25/2025	2/25/2025	0	
09 91 00 - FS 6	EXTERIOR PAINTING	2/25/2025	2/25/2025	2/25/2025	0	
09 91 23 - FS 6	INTERIOR PAINTING	2/25/2025	2/25/2025	2/25/2025	0	
09 96 00 - FS 6	HIGH-PERFORMANCE COATINGS	2/25/2025	2/25/2025	2/25/2025	0	
Division 10	**Specialties**					
10 11 00 - FS 6	MARKERBOARDS	2/25/2025	2/25/2025	2/25/2025	0	
10 14 00 - FS 6	SIGNAGE AND GRAPHICS	2/25/2025	2/25/2025	2/25/2025	0	
10 14 19 - FS 6	DIMENSIONAL LETTER SIGNAGE	2/25/2025	2/25/2025	2/25/2025	0	
10 26 00 - FS 6	WALL AND DOOR PROTECTION	2/25/2025	2/25/2025	2/25/2025	0	
10 28 13 - FS 6	TOILET ACCESSORIES	3/20/2025	3/20/2025	3/20/2025	1	
10 44 00 - FS 6	FIRE EXTINGUISHERS AND CABINETS	2/25/2025	2/25/2025	2/25/2025	0	
10 50 30 - FS 6	TURNOUT GEAR LOCKERS WALL MOUNTED	2/25/2025	2/25/2025	2/25/2025	0	
10 73 16 - FS 6	ALUMINUM CANOPIES	2/25/2025	2/25/2025	2/25/2025	0	
10 75 00 - FS 6	FLAGPOLES	2/25/2025	2/25/2025	2/25/2025	0	
Division 11	**Equipment**					
11 23 00 - FS 6	COMMERCIAL LAUNDRY EQUIPMENT	2/25/2025	2/25/2025	2/25/2025	0	
11 30 00 - FS 6	RESIDENTIAL APPLIANCES	2/25/2025	2/25/2025	2/25/2025	0	
Division 12	**Furnishings**					
12 36 16 - FS 6	METAL COUNTERTOPS	2/25/2025	2/25/2025	2/25/2025	0	
12 36 19 - FS 6	WOOD COUNTERTOPS	2/25/2025	2/25/2025	2/25/2025	0	
12 36 61.16 - FS 6	SOLID SURFACING COUNTERTOPS	2/25/2025	2/25/2025	2/25/2025	0	

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12 36 61.19 - FS 6	QUARTZ AGGLOMERATE COUNTERTOPS	2/25/2025	2/25/2025	2/25/2025	0	
12 49 20 - FS 6	MANUAL OPERATED ROLLER SHADE	2/25/2025	2/25/2025	2/25/2025	0	
Division 21	**Fire Suppression**					
21 05 00 - FS 6	COMMON WORK RESULTS FOR FIRE	2/25/2025	2/25/2025	2/25/2025	0	
21 13 13 - FS 6	WET-PIPE SPRINKLER SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
21 13 16 - FS 6	DRY-PIPE SPRINKLER SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
Division 22	**Plumbing**					
22 05 29 - FS 6	HANGERS AND SUPPORTS FOR PLUMBING	2/25/2025	2/25/2025	2/25/2025	0	
22 07 00 - FS 6	PLUMBING INSULATION	2/25/2025	2/25/2025	2/25/2025	0	
22 11 00 - FS 6	FACILITY WATER DISTRIBUTION	2/25/2025	2/25/2025	2/25/2025	0	
22 13 00 - FS 6	FACILITY SANITARY SEWERAGE	2/25/2025	2/25/2025	2/25/2025	0	
22 15 13 - FS 6	GENERAL SERVICE COMPRESSED-AIR PIPING	2/25/2025	2/25/2025	2/25/2025	0	
22 34 00 - FS 6	FUEL-FIRED DOMESTIC WATER HEATERS	2/25/2025	2/25/2025	2/25/2025	0	
22 40 00 - FS 6	PLUMBING FIXTURES	2/25/2025	2/25/2025	2/25/2025	0	
Division 23	**Heating, Ventilating, and Air**					
23 05 00 - FS 6	GENERAL MECHANICAL REQUIREMENTS	2/25/2025	2/25/2025	2/25/2025	0	
23 05 00.20 - FS 6	BASIC MECHANICAL MATERIALS AND	2/25/2025	2/25/2025	2/25/2025	0	
23 05 29 - FS 6	HANGERS AND SUPPORTS FOR HVAC	2/25/2025	2/25/2025	2/25/2025	0	
23 05 53 - FS 6	IDENTIFICATION FOR HVAC PIPING AND	2/25/2025	2/25/2025	2/25/2025	0	
23 05 93 - FS 6	TESTING, ADJUSTING, AND BALANCING	2/25/2025	2/25/2025	2/25/2025	0	
23 07 00 - FS 6	HVAC INSULATION	2/25/2025	2/25/2025	2/25/2025	0	
23 09 23 - FS 6	DIRECT DIGITAL CONTROL FOR HVAC	2/25/2025	2/25/2025	2/25/2025	0	
23 11 23 - FS 6	FACILITY NATURAL-GAS PIPING	2/25/2025	2/25/2025	2/25/2025	0	
23 23 00 - FS 6	REFRIGERANT PIPING	2/25/2025	2/25/2025	2/25/2025	0	
23 31 00 - FS 6	HVAC DUCTS AND CASINGS	2/25/2025	2/25/2025	2/25/2025	0	
23 33 00 - FS 6	AIR DUCT ACCESSORIES	2/25/2025	2/25/2025	2/25/2025	0	
23 34 00 - FS 6	HVAC FANS	2/25/2025	2/25/2025	2/25/2025	0	
23 36 00 - FS 6	AIR TERMINAL UNITS	2/25/2025	2/25/2025	2/25/2025	0	
23 37 00 - FS 6	AIR OUTLETS AND INLETS	2/25/2025	2/25/2025	2/25/2025	0	
23 55 00 - FS 6	FUEL-FIRED HEATERS	2/25/2025	2/25/2025	2/25/2025	0	
23 74 16.11 - FS 6	PACKAGED, SMALL-CAPACITY, ROOFTOP	2/25/2025	2/25/2025	2/25/2025	0	
23 81 26.10 - FS 6	DUCTLESS-SPLIT SYSTEM AIR	2/25/2025	2/25/2025	2/25/2025	0	
23 82 00 - FS 6	CONVECTION HEATING AND COOLING	2/25/2025	2/25/2025	2/25/2025	0	
Division 26	**Electrical**					
26 05 00 - FS 6	BASIC ELECTRICAL METHODS	2/25/2025	2/25/2025	2/25/2025	0	
26 05 13 - FS 6	BUILDING WIRE AND CABLE	2/25/2025	2/25/2025	2/25/2025	0	
26 05 19 - fs 6	EQUIPMENT WIRING SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
26 05 26 - FS 6	GROUNDING AND BONDING	2/25/2025	2/25/2025	2/25/2025	0	
26 05 29 - FS 6	SUPPORTING DEVICES	2/25/2025	2/25/2025	2/25/2025	0	
26 05 33 - FS 6	CONDUIT	2/25/2025	2/25/2025	2/25/2025	0	
26 05 33.16 - FS 6	BOXES	2/25/2025	2/25/2025	2/25/2025	0	
26 05 53 - FS 6	ELECTRICAL INDENTIFICATION	2/25/2025	2/25/2025	2/25/2025	0	
26 05 73 - FS 6	POWER SYSTEM STUDIES	2/25/2025	2/25/2025	2/25/2025	0	
26 09 24 - FS 6	LIGHTING CONTROLS	2/25/2025	2/25/2025	2/25/2025	0	
26 18 39 - FS 6	ENCLOSED MOTOR CONTROLLERS	2/25/2025	2/25/2025	2/25/2025	0	
26 24 16 - FS 6	PANELBOARDS	2/25/2025	2/25/2025	2/25/2025	0	
26 27 26 - FS 6	WIRING DEVICES	2/25/2025	2/25/2025	2/25/2025	0	
26 28 16 - FS 6	ENCLOSED SWITCHES	2/25/2025	2/25/2025	2/25/2025	0	
26 32 13 - FS 6	ENGINE GENERATORS	2/25/2025	2/25/2025	2/25/2025	0	
26 36 13 - FS 6	ENCLOSED TRANSFER SWITCHES	2/25/2025	2/25/2025	2/25/2025	0	
26 51 00 - FS 6	INTERIOR LIGHTING	2/25/2025	2/25/2025	2/25/2025	0	
Division 27	**Communications**					
27 00 00 - FS 6	COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
27 05 26 - FS 6	GROUNDING AND BONDING FOR	2/25/2025	2/25/2025	2/25/2025	0	
27 05 28 - FS 6	PATHWAYS FOR COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
27 05 43 - FS 6	UNDERGROUNDERGROUND DUCTS AND	2/25/2025	2/25/2025	2/25/2025	0	
27 11 00 - FS 6	COMMUNICATIONS ROOM FITTINGS	2/25/2025	2/25/2025	2/25/2025	0	
27 15 00 - FS 6	COMMUNICATIONS HORIZONTAL CABLING	2/25/2025	2/25/2025	2/25/2025	0	
27 41 13 - FS 6	AUDIOVIDUAL INFRASTRUCTURE	2/25/2025	2/25/2025	2/25/2025	0	
27 41 16 - FS 6	AUDIOVISUAL SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
Division 28	**Electronic Safety and Security**					
28 05 00 - FS 6	COMMON WORK FOR ELECTRONIC	2/25/2025	2/25/2025	2/25/2025	0	
28 08 00 - FS 6	COMMISSIONING OF ELECTRONIC	2/25/2025	2/25/2025	2/25/2025	0	
28 10 00 - FS 6	ACCESS CONTROL SYSTEM	2/25/2025	2/25/2025	2/25/2025	0	

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28 20 00 - FS 6	VIDEO SURVEILLANCE SYSTEM	2/25/2025	2/25/2025	2/25/2025	0	
28 26 00 - FS 6	INTERCOMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
28 31 00 - FS 6	FIRE ALARM SYSTEMS	2/25/2025	2/25/2025	2/25/2025	0	
Division 31	**Earthwork**					
31 23 00 - FS 6	EXCAVATION AND EMBANKMENT	2/25/2025	2/25/2025	2/25/2025	0	
31 23 23.53 - FS 6	CEMENT STABILIZED SAND BACKFILL	2/25/2025	2/25/2025	2/25/2025	0	
31 23 33 - FS 6	EXCAVATING, TRENCHING, AND	2/25/2025	2/25/2025	2/25/2025	0	
31 31 16 - FS 6	TERMITE CONTROL	2/25/2025	2/25/2025	2/25/2025	0	
31 63 29 - FS 6	DRILLED PIERS	2/25/2025	2/25/2025	2/25/2025	0	
Division 32	**Exterior Improvements**					
32 11 16 - FS 6	SUBGRADE PREPARATION AND	2/25/2025	2/25/2025	2/25/2025	0	
32 11 29 - FS 6	LIME STABILIZATION	2/25/2025	2/25/2025	2/25/2025	0	
32 11 29.02 - FS 6	ROLLING	2/25/2025	2/25/2025	2/25/2025	0	
32 13 00 - FS 6	SITE CONCRETE	2/25/2025	2/25/2025	2/25/2025	0	
32 13 13 - FS 6	CONCRETE PAVEMENT	2/25/2025	2/25/2025	2/25/2025	0	
32 16 13 - FS 6	CONCRETE CURB AND GUTTER	2/25/2025	2/25/2025	2/25/2025	0	
32 16 13.01 - FS 6	CONCRETE SIDEWALK	2/25/2025	2/25/2025	2/25/2025	0	
32 17 23 - FS 6	PAVEMENT MARKINGS	2/25/2025	2/25/2025	2/25/2025	0	
32 31 11 - FS 6	GATE OPERATORS	2/25/2025	2/25/2025	2/25/2025	0	
32 31 19 - FS 6	ORNAMENTAL FENCES AND GATES	2/25/2025	2/25/2025	2/25/2025	0	
32 31 21 - FS 6	ALUMINUM LOUVER FENCES AND GATES	2/25/2025	2/25/2025	2/25/2025	0	
32 84 00 - FS 6	PLANTING IRRIGATION	2/25/2025	2/25/2025	2/25/2025	0	
32 91 15 - FS 6	SOIL PREPARATION	2/25/2025	2/25/2025	2/25/2025	0	
32 92 00 - FS 6	TURF AND GRASSES	2/25/2025	2/25/2025	2/25/2025	0	
32 93 00 - FS 6	PLANTS	2/25/2025	2/25/2025	2/25/2025	0	
Division 33	**Utilities**					
33 11 00 - FS 6	WATER UTILITY DISTRIBUTION	2/25/2025	2/25/2025	2/25/2025	0	
33 31 00 - FS 6	SANITARY UTILITY SEWERAGE	2/25/2025	2/25/2025	2/25/2025	0	
33 41 00 - FS 6	STORM UTILITY DRAINAGE PIPING	2/25/2025	2/25/2025	2/25/2025	0	

DRAWINGS

Specification/ Drawing	Description	Drawing Date	Stamp Date	CORE Received Date	Revision	Color
Architectural						
A-111	OVERALL EQUIPMENT FLOOR PLAN - LEVEL 1	2/25/2025	2/25/2025	2/25/2025	0	
A-141	OVERALL PARTITION TYPE FLOOR PLAN - LEVEL 1	2/25/2025	2/25/2025	2/25/2025	0	
A-201	EXTERIOR ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-202	EXTERIOR ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-211	ENLARGED EXTERIOR ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-301	BUILDING SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-302	BUILDING SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-303	BUILDING SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-311	WALL SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-312	WALL SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-313	WALL SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-314	WALL SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-315	WALL SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-316	WALL SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-501	EXTERIOR DETAILS - PLAN DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
A-512	EXTERIOR DETAILS - SECTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
A-513	EXTERIOR DETAILS - SECTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
A-522	EXTERIOR DETAILS - DOOR, WINDOW & LOUVER DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
A-701	INTERIOR LEGENDS & ABBREVIATIONS	2/25/2025	2/25/2025	2/25/2025	0	
A-902	3D REPRESENTATIONS AND ISOMETRICS	2/25/2025	2/25/2025	2/25/2025	0	
A-910	CLEAN FLOOR PLAN LEVEL 1	2/25/2025	2/25/2025	2/25/2025	0	
AS-101	ENLARGED SITE PLAN	2/25/2025	2/25/2025	2/25/2025	0	
AS-201	SITE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
Civil						

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C11.01	OVERALL STORM SEWER PLAN	2/25/2025	2/25/2025	2/25/2025	0	
C14.01	OVERALL PAVING PLAN	2/25/2025	2/25/2025	2/25/2025	0	
C16.01	TRAFFIC CONTROL PLAN	2/25/2025	2/25/2025	2/25/2025	0	
C17.02	EROSION CONTROL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.01	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.02	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.03	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.04	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.05	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.06	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.07	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.08	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.09	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.10	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.11	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.13	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.14	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.15	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.16	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.17	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C18.18	STANDARD DETAILS (CITY OF DENTON)	2/25/2025	2/25/2025	2/25/2025	0	
C2.01	GENERAL NOTES	2/25/2025	2/25/2025	2/25/2025	0	
C3.01	SUMMARY OF QUANTITIES	2/25/2025	2/25/2025	2/25/2025	0	
C4.01	FINAL PLAT	2/25/2025	2/25/2025	2/25/2025	0	
C4.02	FINAL PLAT	2/25/2025	2/25/2025	2/25/2025	0	
C5.01	EXISTING CONDITIONS AND DEMOLITION PLAN	2/25/2025	2/25/2025	2/25/2025	0	
C8.01	EXISTING DRAINAGE AREA MAP	2/25/2025	2/25/2025	2/25/2025	0	
C9.02	GRADING PLAN	2/25/2025	2/25/2025	2/25/2025	0	
SW.01	SOLID WASTE PLAN	2/25/2025	2/25/2025	2/25/2025	0	
Electrical						
E-001	ELECTRICAL SYMBOLS, LEGENDS & ABBREVIATIONS	2/25/2025	2/25/2025	2/25/2025	0	
E-121	ELECTRICAL POWER PLAN	2/25/2025	2/25/2025	2/25/2025	0	
E-131	FIRE ALARM PLAN	2/25/2025	2/25/2025	2/25/2025	0	
E-141	MECHANICAL POWER PLAN	2/25/2025	2/25/2025	2/25/2025	0	
E-502	ELECTRICAL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
E-503	ELECTRICAL UTILITY DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
E-602	ELECTRICAL SCHEDULES	2/25/2025	2/25/2025	2/25/2025	0	
Fire Protection						
F-111	FIRE PROTECTION PLAN	2/25/2025	2/25/2025	2/25/2025	0	
General						
-	COVER SHEET	2/25/2025	2/25/2025	2/25/2025	0	
G-002	LOCATION AND AREA MAPS	2/25/2025	2/25/2025	2/25/2025	0	
G-104	STORM SHELTER CODE ANALYSIS	2/25/2025	2/25/2025	2/25/2025	0	
G-301	SITE CODE ANALYSIS	2/25/2025	2/25/2025	2/25/2025	0	
G-501	UL ASSEMBLIES	2/25/2025	2/25/2025	2/25/2025	0	
Landscape						
L100	LANDSCAPE SITE PLAN	2/25/2025	2/25/2025	2/25/2025	0	
L500	LANDSCAPE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
LT 1.00	TREE PRESERVATION PLAN	2/25/2025	2/25/2025	2/25/2025	0	
LT 1.01	TREE PRESERVATION TABLE	2/25/2025	2/25/2025	2/25/2025	0	
Mechanical						
M-001	MECHANICAL SYMBOLS, LEGENDS & ABBREVIATIONS	2/25/2025	2/25/2025	2/25/2025	0	
M-111	MECHANICAL PLAN	2/25/2025	2/25/2025	2/25/2025	0	
M-121	MECHANICAL PLAN - ROOF	2/25/2025	2/25/2025	2/25/2025	0	

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M-501	MECHANICAL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
M-601	MECHANICAL SCHEDULES	2/25/2025	2/25/2025	2/25/2025	0	
M-602	MECHANICAL SCHEDULES CONTINUED	2/25/2025	2/25/2025	2/25/2025	0	
M-701	MECHANICAL CONTROLS SCHEMATICS AND POINTS LIST	2/25/2025	2/25/2025	2/25/2025	0	
M-702	MECHANICAL CONTROLS SEQUENCE OF OPERATIONS	2/25/2025	2/25/2025	2/25/2025	0	
Plumbing						
P-001	PLUMBING SYMBOLS, LEGENDS & ABBREVIATIONS	2/25/2025	2/25/2025	2/25/2025	0	
P-111	PLUMBING PLAN OVERALL	2/25/2025	2/25/2025	2/25/2025	0	
P-113	PLUMBING PLAN SEWER & CONDENSATE	2/25/2025	2/25/2025	2/25/2025	0	
P-121	PLUMBING PLAN - ROOF	2/25/2025	2/25/2025	2/25/2025	0	
P-501	PLUMBING DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
P-901	PLUMBING RISER DIAGRAMS	2/25/2025	2/25/2025	2/25/2025	0	
Structural						
S-101	STRUCTURAL NOTES	2/25/2025	2/25/2025	2/25/2025	0	
S-102	STRUCTURAL NOTES	2/25/2025	2/25/2025	2/25/2025	0	
S-103	SYMBOLS & ABBREVIATIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-104	SPECIAL INSPECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-105	SPECIAL INSPECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-106	STORM SHELTER NOTES AND INPSECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-111	SITE PLAN	2/25/2025	2/25/2025	2/25/2025	0	
S-201	FOUNDATION PLAN	2/25/2025	2/25/2025	2/25/2025	0	
S-211	STORM SHELTER FOUNDATION & ROOF FRAMING	2/25/2025	2/25/2025	2/25/2025	0	
S-301	TYPICAL CONCRETE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-302	TYPICAL CONCRETE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-303	TYPICAL CONCRETE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-304	TYPICAL CONCRETE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-311	CONCRETE SECTIONS & DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-312	CONCRETE DETAILS AND SECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-401	TYPICAL MASONRY SECTIONS & DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-402	TYPICAL MASONRY SECTIONS & DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-411	STORM SHELTER TYPICAL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-412	STORM SHELTER TYPICAL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-413	STORM SHELTER WALL ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-421	MASONRY WALL ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-422	MASONRY WALL ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-501	TYPICAL STEEL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-502	TYPICAL STEEL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-503	TYPICAL STEEL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-504	TYPICAL STEEL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-511	STEEL SECTIONS & DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-512	STEEL SECTIONS & DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
S-601	BRACE ELEVATIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-602	BRACING SECTIONS & DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
Technology						
AV-001	LEGEND AND NOTES - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
AV-002	RISER DIAGRAM - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
AV-101	OVERALL FLOOR PLAN - LEVEL 1 - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
AV-151	OVERALL REFLECTED CEILING PLAN - LEVEL 1 - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
AV-301	ONE-LINE DETAILS - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
AV-401	GENERAL DETAILS - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	

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AV-402	GENERAL DETAILS - AUDIOVISUAL	2/25/2025	2/25/2025	2/25/2025	0	
SC-001	LEGEND AND NOTES - SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
SC-101	OVERALL FLOOR PLAN - LEVEL 1 - SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
SC-301	DOOR DETAILS - SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
SC-401	GENERAL DETAILS - SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
SC-402	GENERAL DETAILS - SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
SCS-100	SITE PLAN - SECURITY	2/25/2025	2/25/2025	2/25/2025	0	
T-001	LEGEND AND NOTES - COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
T-101	OVERALL FLOOR PLAN - LEVEL 1 - COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
T-102	ROOF PLAN - COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
T-301	IT ROOM 108 - COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
T-401	GENERAL DETAILS - COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
TS-100	SITE PLAN - COMMUNICATIONS	2/25/2025	2/25/2025	2/25/2025	0	
	ADDENDUMS					
Addendums	**Description**	**Drawing Date**	**Stamp Date**	**CORE Received Date**	**Revision**	**Color**
Architectural						
A-131	OVERALL DIMENSION FLOOR PLAN - LEVEL 1	3/10/2025	3/10/2025	3/10/2025	1	
A-151	OVERALL REFLECTED CEILING PLAN - LEVEL 1	3/10/2025	3/10/2025	3/10/2025	1	
A-521	EXTERIOR DETAILS - WINDOW & LOUVER DETAILS	3/10/2025	3/10/2025	3/10/2025	1	
A-801	OVERALL SIGNAGE FLOOR PLAN - LEVEL 1	3/10/2025	3/10/2025	3/10/2025	1	
Electrical						
E-111	ELECTRICAL LIGHTING PLAN	3/10/2025	3/10/2025	3/10/2025	1	
E-601	ELECTRICAL SCHEDULES	3/10/2025	3/10/2025	3/10/2025	1	
General						
G-001	GENERAL REQUIREMENTS	3/10/2025	3/10/2025	3/10/2025	1	
Architectural						
A-101	OVERALL FLOOR PLAN - LEVEL 1	3/20/2025	3/20/2025	3/20/2025	1	
A-171	ROOF PLAN	3/20/2025	3/20/2025	3/20/2025	2	
A-221	ENLARGED PLANS & INTERIOR ELEVATIONS	3/20/2025	3/20/2025	3/20/2025	2	
A-222	ENLARGED PLANS & INTERIOR ELEVATIONS	3/20/2025	3/20/2025	3/20/2025	2	
A-223	ENLARGED PLANS & INTERIOR ELEVATIONS	3/20/2025	3/20/2025	3/20/2025	2	
A-511	EXTERIOR DETAILS - SECTION DETAILS	3/20/2025	3/20/2025	3/20/2025	1	
A-551	INTERIOR DETAILS - MILLWORK DETAILS	3/20/2025	3/20/2025	3/20/2025	1	
A-561	INTERIOR DETAILS - DOOR & WINDOW DETAILS	3/20/2025	3/20/2025	3/20/2025	1	
A-601	DOOR, WINDOW & LOUVER SCHEDULES	3/20/2025	3/20/2025	3/20/2025	1	
A-702	FINISH PLAN	3/20/2025	3/20/2025	3/20/2025	1	
AS-100	OVERALL SITE PLAN	3/20/2025	3/20/2025	3/20/2025	1	
Civil						
C1.01	CIVIL COVER SHEET	3/20/2025	3/20/2025	3/20/2025	1	
C10.01	OVERALL UTILITY PLAN	3/20/2025	3/20/2025	3/20/2025	1	
C11.02	STORM PROFILES	3/20/2025	3/20/2025	3/20/2025	1	
C11.03	STORM PROFILES	3/20/2025	3/20/2025	3/20/2025	1	
C11.50	STORM DETAILS	3/20/2025	3/20/2025	3/20/2025	0	
C11.60	STORM CALCULATIONS	3/20/2025	3/20/2025	3/20/2025	1	
C15.01	SIGNING AND MARKING PLAN	3/20/2025	3/20/2025	3/20/2025	0	

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ENUMERATION OF DOCUMENTS

City of Denton Fire Station #6

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision	Color
C15.50	SIGNING AND MARKING DETAILS	3/20/2025	3/20/2025	3/20/2025	0	
C17.01	EROSION CONTROL PLAN	3/20/2025	3/20/2025	3/20/2025	1	
C17.03	EROSION CONTROL DETAILS	3/20/2025	3/20/2025	3/20/2025	1	
C18.12	STANDARD DETAILS (CITY OF DENTON)	3/20/2025	3/20/2025	3/20/2025	1	
C6.01	ZONING COMPLIANCE PLAN	3/20/2025	3/20/2025	3/20/2025	1	
C7.01	OVERALL DIMENSION CONTROL PLAN	3/20/2025	3/20/2025	3/20/2025	1	
C8.02	PROPOSED DRAINAGE AREA MAP	3/20/2025	3/20/2025	3/20/2025	1	
C9.01	GRADING PLAN	3/20/2025	3/20/2025	3/20/2025	1	
Electrical						
E-501	ELECTRICAL RISER DIAGRAM	3/20/2025	3/20/2025	3/20/2025	1	
General						
G-101	CODE SUMMARY FIRE EXITING AND SEPARATION	3/20/2025	3/20/2025	3/20/2025	1	
Mechanical						
MEP-101	MEP SITE PLAN	3/20/2025	3/20/2025	3/20/2025	1	
Plumbing						
P-112	PLUMBING PLAN DOMESTIC WATER & GAS	3/20/2025	3/20/2025	3/20/2025	2	
P-601	PLUMBING SCHEDULES	3/20/2025	3/20/2025	3/20/2025	1	
Structural						
S-112	ENLARGED SITE FOUNDATION PLANS	3/20/2025	3/20/2025	3/20/2025	1	
S-113	SITE FOUNDATION DETAILS	3/20/2025	3/20/2025	3/20/2025	1	
S-202	LOW ROOF FRAMING PLAN	3/20/2025	3/20/2025	3/20/2025	1	
S-203	HIGH ROOF FRAMING PLAN	3/20/2025	3/20/2025	3/20/2025	1	
S-513	STEEL SECTIONS & DETAILS	3/20/2025	3/20/2025	3/20/2025	1	

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Sprung Structure – Enumeration of Documents

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CORE

ENUMERATION OF DOCUMENTS

City of Denton - Temporary Structure

PROJECT MANUAL						
Specification/ Drawing	**Description**	**Spec Date**	**Stamp Date**	**CORE Received Date**	**Revision**	**Color**
Division 00	**Procurement and Contracting**	2/25/2025	2/25/2025	3/20/2025	0	
00 01 10	TABLE OF CONTENTS	2/25/2025	2/25/2025	3/20/2025	0	
00 31 32	GEOTECHNICAL DATA	2/25/2025	2/25/2025	3/20/2025	0	
00 73 43	PREVAILING WAGE RATES	2/25/2025	2/25/2025	3/20/2025	0	
Division 01	**General Requirements**					
01 11 00	SUMMARY OF WORK	2/25/2025	2/25/2025	3/20/2025	0	
01 16 00	PRODUCT REQUIREMENTS	2/25/2025	2/25/2025	3/20/2025	0	
01 25 00	SUBSTITUTION PROCEDURES	2/25/2025	2/25/2025	3/20/2025	0	
01 25 13.1	PRODUCT SUBSTITUTION PROCEDURES FORM	2/25/2025	2/25/2025	3/20/2025	0	
01 29 00	PAYMENT PROCEDURES	2/25/2025	2/25/2025	3/20/2025	0	
01 29 76	STORED MATERIALS (MATERIALS ON HAND)	2/25/2025	2/25/2025	3/20/2025	0	
01 31 00	PROJECT MANAGEMENT AND COORDINATION	2/25/2025	2/25/2025	3/20/2025	0	
01 31 06	COORDINATION DRAWINGS	2/25/2025	2/25/2025	3/20/2025	0	
01 31 06.1	ELECTRONIC TRANSFER DOCUMENT	2/25/2025	2/25/2025	3/20/2025	0	
01 31 19	PROJECT MEETINGS	2/25/2025	2/25/2025	3/20/2025	0	
01 31 20	PROJECT MEETINGS	2/25/2025	2/25/2025	3/20/2025	0	
01 32 16	CONSTRUCTION PROGRESS SCHEDULE	2/25/2025	2/25/2025	3/20/2025	0	
01 32 33	PRECONSTRUCTION VIDEO	2/25/2025	2/25/2025	3/20/2025	0	
01 33 00	SUBMITTAL PROCEDURES	2/25/2025	2/25/2025	3/20/2025	0	
01 35 13	SPECIAL PROJECT PROCEDURES	2/25/2025	2/25/2025	3/20/2025	0	
01 45 23	TESTING AND INSPECTION SERVICES	2/25/2025	2/25/2025	3/20/2025	0	
01 50 00	TEMPORARY FACILITIES AND CONTROLS	2/25/2025	2/25/2025	3/20/2025	0	
01 55 13	STABILIZED CONSTRUCTION EXIT	2/25/2025	2/25/2025	3/20/2025	0	
01 55 26	TRAFFIC CONTROL	2/25/2025	2/25/2025	3/20/2025	0	
01 57 00	SOURCE CONTROLS	2/25/2025	2/25/2025	3/20/2025	0	
01 57 10	TPDES REQUIREMENTS	2/25/2025	2/25/2025	3/20/2025	0	
01 57 13	STORM WATER POLLUTION PREVENTION	2/25/2025	2/25/2025	3/20/2025	0	
01 57 16	FILTER FABRIC FENCE	2/25/2025	2/25/2025	3/20/2025	0	
01 57 19	GROUND CONTROL AND SURFACE WATER	2/25/2025	2/25/2025	3/20/2025	0	
01 58 13	TEMPORARY PROJECT SIGNAGE	2/25/2025	2/25/2025	3/20/2025	0	
01 60 00	MATERIALS AND EQUIPMENT	2/25/2025	2/25/2025	3/20/2025	0	
01 66 00	PRODUCT STORAGE AND HANDLING REQUIREMENTS	2/25/2025	2/25/2025	3/20/2025	0	
01 70 00	MOBILIZATION AND REMOBILIZATION	2/25/2025	2/25/2025	3/20/2025	0	
01 71 23	CONSTRUCTION STAKING AND SURVEY	2/25/2025	2/25/2025	3/20/2025	0	
01 72 00	COMMON EXECUTION REQUIREMENTS	2/25/2025	2/25/2025	3/20/2025	0	
01 73 29	CUTTING AND PATCHING	2/25/2025	2/25/2025	3/20/2025	0	
01 74 19	CONSTRUCTION WASTE MANAGEMENT DISPOSAL	2/25/2025	2/25/2025	3/20/2025	0	
01 74 23	CLEANING	2/25/2025	2/25/2025	3/20/2025	0	
01 77 19	CLOSEOUT REQUIREMENTS	2/25/2025	2/25/2025	3/20/2025	0	
01 78 23	OPERATION AND MAINTENANCE DATA	2/25/2025	2/25/2025	3/20/2025	0	
01 78 39	PROJECT RECORD DOCUMENTS	2/25/2025	2/25/2025	3/20/2025	0	
01 79 00	DEMONSTRATION AND TRAINING	2/25/2025	2/25/2025	3/20/2025	0	
Division 02	**Existing Conditions/Site**					
02 41 13	REMOVAL OF EXISTING CONCRETE	2/25/2025	2/25/2025	3/20/2025	0	
Division 10	**Specialties**					
10 44 00	FIRE EXTINGUISHERS AND CABINETS	2/25/2025	2/25/2025	3/20/2025	0	
Division 26	**Electrical**					
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	2/25/2025	2/25/2025	3/20/2025	0	
26 05 26	GROUNDING AND BONDING	2/25/2025	2/25/2025	3/20/2025	0	

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Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision	Color
26 05 29	HANGER AND SUPPORTS	2/25/2025	2/25/2025	3/20/2025	0	
26 05 33	RACEWAYS AND BOXES	2/25/2025	2/25/2025	3/20/2025	0	
26 05 43	UNDERGROUND DUCTS AND RACEWAYS	2/25/2025	2/25/2025	3/20/2025	0	
26 05 44	SLEEVES AND SEALS FOR RACEWAYS AND CABLE	2/25/2025	2/25/2025	3/20/2025	0	
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	2/25/2025	2/25/2025	3/20/2025	0	
26 24 16	PANELBOARDS	2/25/2025	2/25/2025	3/20/2025	0	
26 27 26	WIRING DEVICES	2/25/2025	2/25/2025	3/20/2025	0	
26 28 13	FUSES	2/25/2025	2/25/2025	3/20/2025	0	
26 28 16	ENCLOSED SWITCHES AND BREAKERS	2/25/2025	2/25/2025	3/20/2025	0	
26 43 13	SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL CIRCUITS	2/25/2025	2/25/2025	3/20/2025	0	
26 52 19	EMERGENCY AND EXIT LIGHTING	2/25/2025	2/25/2025	3/20/2025	0	
Division 27	**Communications**					
27 00 00	COMMUNICATIONS	2/25/2025	2/25/2025	3/20/2025	0	
27 05 26	GROUNDING AND BONDING	2/25/2025	2/25/2025	3/20/2025	0	
27 05 28	PATHWAYS FOR COMMUNICATIONS SYSTEM	2/25/2025	2/25/2025	3/20/2025	0	
27 05 43	UNDERGROUND DUCTS & RACEWAYS	2/25/2025	2/25/2025	3/20/2025	0	
27 11 00	COMMUNICATIONS ROOM FITTINGS	2/25/2025	2/25/2025	3/20/2025	0	
27 15 00	HORIZONTAL CABLING	2/25/2025	2/25/2025	3/20/2025	0	
Division 31	**Earthwork**					
31 23 00	EXCAVATION AND EMBANKMENT	2/25/2025	2/25/2025	3/20/2025	0	
31 23 23	CEMENT STABILIZED SAND BACKFILL	2/25/2025	2/25/2025	3/20/2025	0	
31 23 33	EXCAVATING TRENCHING AND BACKFILLING	2/25/2025	2/25/2025	3/20/2025	0	
Division 32	**Exterior Improvements**					
32 11 14	FLEXIBLE BASE CRUSHED LIMESTONE	2/25/2025	2/25/2025	3/20/2025	0	
32 11 16	SUBGRADE PREPARATION AND COMPACTION	2/25/2025	2/25/2025	3/20/2025	0	
32 11 29	ROLLING	2/25/2025	2/25/2025	3/20/2025	0	
32 13 00	SITE CONCRETE	2/25/2025	2/25/2025	3/20/2025	0	
32 13 13	CONCRETE PAVEMENT	2/25/2025	2/25/2025	3/20/2025	0	
Division 33	**Utilities**					
33 11 00	WATER UTILITY DISTRIBUTION	2/25/2025	2/25/2025	3/20/2025	0	
33 31 00	SANITARY UTILITY SEWERAGE	2/25/2025	2/25/2025	3/20/2025	0	
33 41 00	STORM UTILITY DRAINAGE PIPING	2/25/2025	2/25/2025	3/20/2025	0	

DRAWINGS

Specification/ Drawing	Description	Drawing Date	Stamp Date	CORE Received Date	Revision	Color
Civil						
C1.01	CIVIL COVER SHEET	2/25/2025	2/25/2025	2/25/2025	0	
C12.01	WATER PLAN	2/25/2025	2/25/2025	2/25/2025	0	
C13.01	SEWER PLAN	2/25/2025	2/25/2025	2/25/2025	0	
C16.01	TRAFFIC CONTROL PLAN	2/25/2025	2/25/2025	2/25/2025	0	
C17.01	EROSION CONTROL PLAN	2/25/2025	2/25/2025	2/25/2025	0	
C17.02	EROSION CONTROL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C17.03	EROSION CONTROL DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.01	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.02	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.03	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.04	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	

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Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision	Color
C18.05	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.06	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.07	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.08	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.09	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.10	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.11	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.12	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.13	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.14	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.15	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.16	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.17	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C18.18	CITY OF DENTON CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C19.01	CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C19.02	CONSTRUCTION DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
C2.01	GENERAL NOTES	2/25/2025	2/25/2025	2/25/2025	0	
C3.01	SUMMARY OF QUANTITIES	2/25/2025	2/25/2025	2/25/2025	0	
C5.01	EXISTING CONDITIONS AND DEMOLITION PLAN	2/25/2025	2/25/2025	2/25/2025	0	
C7.01	PAVING AND DIMENSION CONTROL PLAN	2/25/2025	2/25/2025	2/25/2025	0	
C8.01	EXISTING DRAINAGE AREA MAP	2/25/2025	2/25/2025	2/25/2025	0	
C8.02	PROPOSED DRAINAGE AREA MAP	2/25/2025	2/25/2025	2/25/2025	0	
C9.01	GRADING AND STORM PLAN	2/25/2025	2/25/2025	2/25/2025	0	
General						
G-201	GENERAL REQUIREMENTS	2/25/2025	2/25/2025	2/25/2025	0	
G-301	SITE CODE ANALYSIS	2/25/2025	2/25/2025	2/25/2025	0	
Structural						
S-101	STRUCTURAL NOTES	2/25/2025	2/25/2025	2/25/2025	0	
S-102	SYMBOLS & ABBREVIATIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-103	SPECIAL INSPECTIONS	2/25/2025	2/25/2025	2/25/2025	0	
S-201	FOUNDATION PLAN - MOD BLDG	2/25/2025	2/25/2025	2/25/2025	0	
S-301	TYPICAL CONCRETE DETAILS	2/25/2025	2/25/2025	2/25/2025	0	
ADDENDUMS						
Addendums	**Description**	**Drawing Date**	**Stamp Date**	**CORE Received Date**	**Revision**	**Color**
Architectural						
AS-100	OVERALL SITE PLAN	3/20/2025	3/20/2025	3/20/2025	1	
AS-101	ENLARGED SITE PLAN	3/20/2025	3/20/2025	3/20/2025	1	
Civil						
C6.01	ZONING COMPLIANCE PLAN	3/20/2025	3/20/2025	3/20/2025	1	
General						

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Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision	Color
-	COVER SHEET	3/20/2025	3/20/2025	3/20/2025	1	
G-102	CODE SUMMARY FIRE EXITING AND SEPARATION	3/20/2025	3/20/2025	3/20/2025	1	
Mechanical						
MEP100	SITE PLAN	3/20/2025	3/20/2025	3/20/2025	2	
MEP101	OVERALL FLOOR PLAN	3/20/2025	3/20/2025	3/20/2025	1	
Technology						
T-001	LEGEND AND NOTES - COMMUNICATIONS	3/20/2025	3/20/2025	3/20/2025	0	
T-101	OVERALL FLOOR PLAN - EMB - COMMUNICATIONS	3/20/2025	3/20/2025	3/20/2025	0	
T-301	IT ROOM 134 - COMMUNICATIONS	3/20/2025	3/20/2025	3/20/2025	0	
T-401	GENERAL DETAILS - COMMUNICATIONS	3/20/2025	3/20/2025	3/20/2025	0	
TS-100	SITE PLAN - COMMUNICATIONS	3/20/2025	3/20/2025	3/20/2025	0	

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EXHIBIT C – TECHNICAL SPECIFICATIONS

Technical Specifications as specified in EXHIBIT B – APPROVED GMP PROPOSAL are set forth herein in full OR made part of this Agreement by reference OR made part of this Agreement as a separate attachment.

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EXHIBIT D – CONSTRUCTION DRAWINGS

Construction Drawings as specified in EXHIBIT B – APPROVED GMP PROPOSAL are made part of this Agreement by reference and on file with the:

- Design Professional
- City of Denton Project Manager
- CM@Risk Contractor

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Exhibit F – General Conditions

THE OWNER:

City of Denton
215 East McKinney Street
Denton, Texas 76201

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2 OWNER
3 CONTRACTOR
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5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

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Article 1. GENERAL PROVISIONS

Section 1.1 Basic Definitions

a. The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Proposal Documents, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Design Professional. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

b. The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Design Professional or the Design Professional's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Design Professional or the Design Professional's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Design Professional shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Design Professional's duties. This Agreement was the result of negotiations between the Owner and Contractor, and has been reviewed by the Owner, Contractor and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of both parties and no ambiguity shall be construed in favor of or against either party. The terms "Agreement" and "Contract" shall be used interchangeably to have the same meaning as defined in this Section 1.1.b.

c. The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, supplies, skill, supervision, transportation, support services, facilities and other resources necessary or proper or incidental to the carrying out and completion of the terms of the contract and all other items of cost or value needed to produce, construct and fully complete the Work identified by the Contract Documents. The Work may constitute the whole or a part of the Project.

d. The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

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e. The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents 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, systems, standards and workmanship for the Work, and performance of related services.

g. Design Documents

Design Documents are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design Professional and the Design Professional's consultants under their respective professional services agreements. Design Documents may include, without limitation, studies, surveys, models, sketches, drawings, specifications, the Project Manual and other similar materials.

h. Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions.

i. The Indemnitees

The Owner, which includes the Mayor, members of the City Council, employees, agents, assigns, and other city officers, the Owner's consultants, the Design Professional, Design Professional's consultants, and the agents and employees of any of them shall hereafter be known as the "Indemnitees".

j. Construction Management Plan

The Construction Management Plan is prepared by the Contractor for its use in managing the Work and is not a Contract Document. The Construction Management Plan must include, at a minimum and without limitation, the following separate deliverables, which are subject to review and approval by the Design Professional and Owner:

i. Safety and Logistics Plan;
ii. Contractor's Construction Schedule;
iii. Cost Management Plan, Control Estimate and Schedule of Values;
iv. Quality Management, Commissioning and Turnover Plan; and
v. Information Management System.

k. As-Built Documents

The As-Built Documents are the Drawings, Specifications, and addenda thereto that may be updated by the Contractor to accurately reflect the actual Work in place, including without limitation, the incorporation of Change Orders, responses to the Contractor's requests for information, Design Professional's supplemental instructions, field modifications, and other similar changes made to the Work during construction. The As-Built documents shall conform to the format and compatibility requirements of Section 3.10.1.i.

l. Work Breakdown Structure

The project's Work Breakdown Structure ("WBS") is a deliverable-oriented, hierarchical organization of the Project components to be executed by the Owner, and its accompanying numbering system. The WBS will be mutually agreed upon by the Owner and Design Professional and used by the Contractor.

m. Equal to (or Approved Equal)

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Products by manufacturers and information about those products other than those products specified in the Contract Documents which the Contractor may submit for substitution as equal to those products specified in the Contract Documents; which may be incorporated in the Work after using the process specified in the Contract Documents for review and acceptance by the Design Professional and acceptance of same by the Owner.

n. 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 petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

o. Force Majeure
An act of God, fire, tornado, hurricane, flood, earthquake, explosion, war on American soil, civil disturbance, labor strikes, and similar unavoidable circumstances beyond Contractor's control, not caused by the negligent act or omission of Contractor or breach of this Agreement, its Subcontractors, or anyone else for whom Contractor is responsible, and not caused by Contractor's breach of a project labor or a "no strike" agreement.

p. Knowledge
The terms "knowledge," "recognize" and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover in exercising the care, skill, and diligence of a diligent and prudent contractor familiar with the Work. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a diligent and prudent contractor familiar with the Work and in accordance with the highest standards in the construction profession.

q. Proposal
The offer or proposal of an Offeror submitted on the prescribed form setting forth the prices for the Work to be performed.

r. Offeror
The individual or entity that submits a Proposal directly to City.

s. Proposal Documents
The Proposal Requirements and the proposed Contract Documents including all addenda.

t. Proposal Requirements
The Advertisement or Request for Proposal, Invitation to Offerors, Instructions to Offerors, Offeror's Bond or other Proposal security, the Proposal Form, and the Proposal with any attachments.

u. Notice of Award
A written notice given by City to the Successful Offeror stating that upon timely compliance by the Successful Offeror with the conditions precedent listed in such notice, City will sign and deliver the Agreement.

v. Calendar Day

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A day consisting of 24 hours measures from midnight to the next midnight. A “day” or “Day” unless otherwise defined shall mean a Calendar Day.

w. Business Day

A day that the City conducts normal business, generally Monday through Friday, except for federal or state holidays observed by the City.

x. Notice to Proceed

A written instrument from the Owner to the Contractor requiring the Contractor to proceed with performance of activities, including, but not limited to development of submittals, ordering of materials, and any other services (the “Preconstruction Services”) required to prepare for and expedite the construction of the Work as required by the Contract Documents; and complete the Work (the “Construction Services”).

Section 1.2 Correlation and Intent of the Contract Documents

a. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Where a conflict occurs between or within standards, specifications, and drawings, the more stringent or higher quality requirements shall apply. The precedence and coordination of the Contract Documents are as follows:

.1 Any addenda and modifications to the Drawings and Specifications take precedence over any earlier Contract Documents.

.2 Should there be a conflict within the Specifications, or within the Drawings, or between the Drawings and Specification, the Design Professional shall decide which stipulation will provide the best installation and its decision shall be final.

.3 The Drawing and Specifications are intended to coordinate with each other. Anything shown on the Drawings but not mentioned in the Specification or vice-versa, or anything not expressly set forth in either, but which is reasonably implied, shall be furnished as though specifically shown and mentioned in both without any extra charge.

.4 The Drawings, for purposes of clearness and legibility, are essentially diagrammatic, and although the sizes and locations of equipment are shown to scale wherever possible, the Contractor, Subcontractors, and Sub-subcontractors are required to familiarize themselves with all the Work required by the Contract Documents. Each Contractor, Subcontractor, and Sub-subcontractor shall properly coordinate its work with that of the Owner and all Separate Contractors. It is not within the scope of the Drawings to show all necessary offsets, obstructions or structural conditions. It shall be the responsibility of each Contractor to plan, coordinate, and install its work in such a manner so as to conform to the structure. Any conflict within the Drawings shall be referred to the Design Professional for disposition prior to the installation of any affected work.

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.5 Figured dimensions contained in the Contract Documents shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not figured, shall be executed until instructions have been obtained from the Design Professional as to the dimensions to be used. Larger scale Drawings shall have preference over smaller scale drawings, but discrepancies shall be referred to the Design Professional for interpretation.

.6 Underground Facilities

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:

City and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

reviewing and checking all information and data;

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;

coordination and adjustment of the Work with the owners (including City) of such Underground Facilities, during construction; and

the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

Not Shown or Indicated: 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, 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.

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 7.

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.

.7 Reliance by Contractor on Technical Data:

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Contractor is provided certain technical data 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:

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

other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

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

any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

i. The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

b. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

Section 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents that are a part of this Contract.

Section 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

Section 1.5 Ownership and Use of Design Documents

a. Submittal or distribution of the Design Documents or any portion thereof to meet official laws, statutes, ordinances and regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's reserved rights.

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b. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Design Documents provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Design Documents. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Design Documents on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

Section 1.6 Notice

a. Except as otherwise provided in Section 1.6.b, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement. In the event notice is provided by mail, it shall be sent certified return receipt requested.
b. Notice of Claims as provided in Section 15.1.c shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

Section 1.7 Digital Data Use and Transmission

a. The parties shall agree upon protocols governing the transmission and use of Design Documents or any other information or documentation in digital form. The parties will establish the protocols for the development, use, transmission, and exchange of digital data in writing, as mutually agreed.
b. The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner, without limitation, all electronic and hard copies of any Project-related materials, records, notices, memoranda, recordings, drawings, specifications, mock-ups and any other documents furnished by the Owner or the Design Professional to the Contractor.

Section 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without written agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Section 1.9 The representations and warranties contained in the Contract Documents shall survive the complete performance of the Work or earlier termination of this Agreement.

Article 2. OWNER

Section 2.1 General

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a. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.a, the Design Professional does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

b. The Owner shall furnish the following information to a person, including the Design Professional or Contractor, who makes a request for information under Texas Government Code Chapter 2253, related to a payment or performance bond: (1) a certified copy of a payment bond and any attachment to the bond; (2) the public work contract for which the bond was given; and (3) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, for obtaining information concerning licensed insurance companies.

c. The Owner may obtain independent review(s) of the Design Professional's Design Documents, or of any document or other materials submitted by the Contractor, by a separate architect, engineer, contractor, cost estimator or any other consultant they deem necessary and put under contract to or cause to be employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Work. The Design Professional and Contractor shall cooperate with such Owner's other consultants fully and respond to their reviews and comments in writing in a timely and comprehensive manner. This provision shall not be interpreted to require the Owner to obtain an independent review or imply that the Owner is in any way assuming responsibility for the work of the Design Professional and Contractor.

Section 2.2 Evidence of the Owner's Financial Arrangements

a. Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

b. Following commencement of the Work and within ten (10) business days of written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.b, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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c. After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
d. Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information. Notwithstanding the above, all Agreements with the Owner shall have all references to compensation redacted before disclosing to Subcontractors, sub-Subcontractors, or any other tier of vendor.

Section 2.3 Information and Services Required of the Owner

a. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 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.
b. The Owner shall retain a Design Professional lawfully licensed to practice architecture or engineering as applicable, or an entity lawfully practicing architecture or engineering, as applicable, in the jurisdiction where the Project is located. That person or entity is identified as the Design Professional in the Agreement and is referred to throughout the Contract Documents as if singular in number.
c. If the employment of the Design Professional terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Design Professional.
d. The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
e. The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
f. Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.b.
g. The foregoing are, without limitation and in addition to, the other duties and responsibilities of the Owner specified in Article 6; Article 9; and Article 11.

Section 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the

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Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.c nor shall the exercise of the Owner's right hereunder give rise to any claim by Contractor for additions to the Contract Sum or Contract Time.

Section 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within forty-eight (48) hours from receipt of written notice from the Owner or Design Professional to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Design Professional may, at the direction of the Owner, pursuant to Section 9.5.a, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Design Professional's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Design Professional, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

Section 2.6 Extent of Owner Rights

a. The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner granted in the Contract Documents; at law; or in equity.
b. In no event shall the Owner or Design Professional have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work. Notwithstanding anything else herein, and without limitation, any review(s), independent or otherwise, or approval(s) by the Owner or Design Professional of the Design Documents, the Contract Documents, the Contractor's Construction Management Plan(s), the Contractor's Construction Schedule, shop drawings, submittals, meeting minutes or other Contractor's services, deliverables or activities; nor the exercising of any of the rights and authority granted the Owner or Design Professional in the Contract Documents shall in any way reduce, diminish, or otherwise affect the Contractor's responsibilities, duties and accountability to the Owner for, without limitation, the construction means, methods, techniques, sequences, procedures or for safety precautions, and the provision of the Work per the requirements of the Contract Documents.
c. The Owner reserves the right to have the Contractor and/or subcontractors remove person(s) and/or personnel from any and all work on the Project for cause but without cost to the Owner. Such requests from the Owner will be made in writing and may be done directly or indirectly through the Design Professional/Engineer or on-site representative. "Cause" may include, but is not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruptive to the project, the facility or others, poor management, cause delay or delays, will not strictly adhere to facility procedures and project requirements either willfully

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or unknowingly, insubordination, drug/alcohol use, possession of contraband, belligerent acts or actions, etc. The Contractor shall provide replacement person(s) and/or personnel acceptable to the Owner at no cost to the Owner.

Article 3. CONTRACTOR

Section 3.1 General

a. The Contractor is the person or entity identified as such in the Contract or Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located, Denton County, Texas. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
b. The Contractor shall perform the Work in accordance with the Contract Documents.
c. The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in the Design Professional's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

Section 3.2 Review of Contract Documents and Field Conditions by Contractor

a. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas and generally prevailing climatic conditions; (ii) anticipated labor supply and costs; (iii) availability and cost of materials, tools, and equipment; and (iv) other similar issues. The Owner and Design Professional assume no responsibility or liability for the physical condition or safety of the Project site, or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner and Design Professional shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.a.
b. Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.d, shall take field measurements of and verify any existing conditions related to that portion of the Work, and shall observe and verify the impact of any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Design Professional any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for

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information in such form as the Design Professional may require. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Design Professional, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction per Section 12.2. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

c. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Design Professional any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Design Professional may require.
d. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Design Professional issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.b or 3.2.c, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.b or 3.2.c, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.g, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Design Professional for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless such error, inconsistency or omission could be ascertained from a careful study of the Contract Documents in its capacity as a contractor and not as a design professional.

Section 3.3 Supervision and Construction Procedures

a. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The 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 in accordance with the Contract Documents.
b. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
c. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
d. The Contractor shall carefully check its own work and that of Subcontractors as the Work is being performed.
e. During the finishing stages of the project, the Contractor shall make frequent inspections of the Work, with the applicable Subcontractor(s) involved, if any, with seven (7) days advance notice to the Design Professional, and the Contractor shall identify incorrect and faulty Work.
f. The Contractor shall ensure that incorrect or faulty Work is corrected immediately.
g. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in their

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administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

Section 3.4 Labor and Materials

a. Unless otherwise provided in the Contract Documents, the 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 Contractor is encouraged to consider products and systems that improve the project and retain the character of the products specified, but do not alter the intent of the project. However, except in the case of minor changes in the Work authorized by the Design Professional in accordance with Sections 3.12.h or 7.4, the Contractor may make substitutions only by a formal request for substitution of products in place of those specified with the consent of the Owner, after evaluation by the Design Professional in accordance with the conditions set forth below and elsewhere in the Contract Documents, and a Change Order or Construction Change Directive. The Contractor must submit to the Design Professional and the Owner, for each proposed substitution:

.1 A full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog “cut sheets”, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution;

.2 A written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable;

.3 The adjustment, if any, in the Contract Sum, in the event the substitution is acceptable;

.4 The adjustment, if any, in the time of completion of the Contract and the Contractor’s Construction Schedule in the event the substitution is acceptable;

.5 An affidavit stating that (1) the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Design Professional;

.6 Proposals for substitutions shall be submitted electronically to the Design Professional and the Owner’s other consultants, if any, in sufficient time to allow no less than ten (10) business days for their respective reviews;

.7 No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein; and

.8 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (1) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (2) specified products are unavailable through no fault of the Contractor; (3) subsequent information discloses the

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inability of specified products to perform properly or to fit in the designated space; (4) the manufacturer/fabricator refuses to certify or guarantee the performance of the specified product as required; and (5) when, in the judgment of the Owner or the Design Professional, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations; and

.9 Whether or not any proposed substitution is accepted by the Owner, the Owner's other consultants, if any (if any), or the Design Professional, the Contractor shall reimburse the Owner for any fees charged by the Design Professional, and the Owner's other consultants for evaluating each proposed substitute.

c. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Smoking and chewing of tobacco products is prohibited in enclosed new construction. No glass bottles shall be brought on the construction site or Owner's property by any construction personnel.
d. All work under this Agreement shall be performed in a skillful and workmanlike manner in accordance with the highest industry standards.
e. The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall also use best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.

.1 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Design Professional or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the work of any particular trade; and

.2 In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

Section 3.5 Warranty

a. The Contractor warrants to the Owner and Design Professional that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal

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wear and tear and normal usage. If required by the Design Professional, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. **THE CONTRACTOR SHALL DEFEND AND HOLD THE OWNER HARMLESS AGAINST ANY CLAIM, DEMAND, LOSS, OR DAMAGE BY ANY BREACH OF THIS WARRANTY, AND CONTRACTOR ACKNOWLEDGES IT SHALL NOT LIMIT SUCH WARRANTY BY THE PROVISIONS OF SECTION 12.2.**

b. All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner and shall commence in accordance with Section 9.8.d.

c. When written warranties are specified, the document shall include the following information:
Name and address of Project and Owner;
Article, materials, or systems covered;
Name and address of Installer;
Name and address of Contractor; and
Signature of individual authorized to sign contracts for the company issuing the warranty.

d. The following minimum warranty terms shall be incorporated:

.1 Duration shall be one year or as otherwise specified, dated from the Date of Substantial Completion;

.2 The article, material or system is free from defective materials and workmanship;

.3 Costs of repair or replacement shall not accrue to the Owner, including, without limitation, repair or replacement of other work disturbed by, or because of, repair or replacement; and

.4 The warranty period of two years, or as otherwise specified, shall recommence upon the identification and completion by Contractor and acceptance by Owner of any warranty claim during the initial two-year (2) warranty period.

e. Warranties which are provided by a manufacturer for its product shall be received by the Contractor, filled out and filed with the manufacturer or other appropriate entity in coordination with the Owner. Certificates or registration stubs shall be included with the record documents submitted for the Owner upon completion of the Work. The Owner shall administrate manufacturer's warranties/guarantees after expiration of the Contractor's warranty.

f. Temporary or trial usage by the Owner of any mechanical device, machinery, apparatus, equipment, or any work or material supplied under the Contract Documents before final completion and written acceptance by the Design Professional and Owner shall not be construed as evidence of the Design Professional's or the Owner's acceptance of same, or the commencement of any warranty periods.

g. The Owner has the privilege of such temporary or trial usage, for such reasonable time as the Owner, or the Design Professional deem proper. The Contractor shall make no claims for damage or injury to, or breaking of, any parts of such work which may be caused by weakness or insufficiency of structural parts, or by defective materials or workmanship.

h. The Contractor may, without cost to the Owner, make such trial usage. However, trials shall only be conducted with the Design Professional's prior approval and under its observation as may be required by either of them. Equipment and/or materials shall be replaced or returned to "as new" condition prior to acceptance by the Owner.

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i. The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.
j. If necessary as a matter of law, the Contractor may retain the right to enforce directly any such manufacturers' warranties during the one (1) year period following the date of Substantial Completion described in Section 12.2.b.

Section 3.6 Taxes

The Contractor shall, to the extent not exempted under Section 13.11.i herein, pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. In no event shall the Owner pay the Contractor for taxes that were not properly due or for which the Owner is exempt from paying under Texas law.

Section 3.7 Permits, Fees, Notices and Compliance with Laws

a. Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit. The Owner shall also pay for any applicable gas, water, sewer and electrical service application fees; assessments against the property, including property tax, developmental excise and similar taxes; sewer, water, and related utility tap fees; and sewer plant improvement fees, unless exempted under Texas law. The Contractor shall secure and pay for all other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
c. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, regardless of whether such work is in accordance with Contract Documents, and without notice to the Design Professional that the Contract Documents are at variance with applicable laws, ordinances, rules, or regulations, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Codes and ordinances shall take full and complete precedence over anything contained in the Drawings, Specifications, or other Contract Documents, except where the Contract Documents call for Work or materials of higher standards than those required by codes or ordinances, in which case, the Contract Documents shall govern. Nothing contained in the Contract Documents shall be construed as authority for the Contractor to violate any applicable codes or ordinances in effect at the site.
d. Concealed or Unknown Conditions

   If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Design Professional before conditions are disturbed and in no event later than

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seven (7) days after first observance of the conditions. The Design Professional will promptly investigate such conditions and, if, in the Design Professional's opinion, they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If, in the Design Professional's opinion, the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Design Professional shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Design Professional's recommendation, that party may submit a Claim as provided in Article 15.

i. In no event shall any adjustment in the Contract Sum or Contract Time be made for conditions which should have been known to the Contractor or would have been noticed by a Contractor of similar size and experience pursuant to its on-site inspection; by way of or conditions referenced in any other inspections or tests concerning the site which have been made available to the Contractor or have been performed by the Contractor or its Subcontractors; are part of the Contract Documents; or are part of the materials provided by the Contractor to be used in constructing the improvements.

e. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Design Professional. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

f. The Contractor shall comply with all applicable laws, statutes, rules, codes, orders, regulations, and ordinances, including, but not limited to, all immigration, environmental and safety laws, statutes, rules, codes, orders and regulations.

.1 The Contractor shall also maintain at all times during the term of the this Agreement (and for the time otherwise required by law) all records required by the United States Citizenship and Immigration Services ("USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees and shall respond at all times during the term of this Agreement in a timely fashion to any inspection request related to such I-9 forms by the Contractor, Owner or governmental agency or authority;

.2 Furthermore, during the term of this Agreement, and for the time otherwise required by law, Contractor shall cause its officers, directors, managers, agents, and employees to cooperate fully in all respects with any audit, inquiry, inspection, or investigation that may be conducted by the USCIS of the Contractor or any of its employees or subcontractors;

.3 The Contractor shall immediately, and in any event within two (2) hours of Contractor's first notice of an event described in this Section 3.7.f notify the Owner in writing and by in-person voice communications (not voicemail) of any unscheduled inspections, raids, investigations, inquiries, visits, or audits

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conducted by the USCIS, OSHA, or any other governmental agency or authority related to environmental, immigration, or employee safety issues of the Contractor, its agents, employees, its Design Professional, Subcontractors, or Sub-subcontractors;

.4 The Contractor shall, on a monthly basis during the term of this Agreement, conduct an audit of the I-9 forms for its employees and shall promptly correct any defects or deficiencies that are identified as a result of such audit;

.5 The Owner may, at its sole discretion, terminate this Agreement immediately if, at any time during the term of this Agreement, the Contractor violates or is in breach of any provision of this Section 3.7.f or the USCIS determines that Contractor has not complied with any of the immigration laws, statutes, rules, codes, or regulations of the United States or any applicable state laws or regulations, or any applicable local ordinances, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended, and any successor statutes thereto;

.6 If an employee of the Contractor or if the Contractor is later determined to not have valid I-9 information then that employee shall be removed and barred from the Project site at the Contractor's expense; and

.7 The Contractor shall require the Subcontractors, Sub-subcontractors and material suppliers to make the representations and warranties set forth in this Section 3.7.f and to be bound by the same requirements set forth herein.

Section 3.8 Allowances

a. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

b. Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 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 (1) the difference between actual costs and the allowances under Section 3.8.b.1 and (2) changes in Contractor's costs under Section 3.8.b.2.

c. Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

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Section 3.9 Superintendent

a. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work including, but not limited to, weekends, evenings and nights, or as otherwise reasonably and mutually agreed in writing with the Owner, until all punch list items have been completed to the satisfaction of the Design Professional. No subcontractor shall perform work on the site without the presence of the Superintendent or Assistant Superintendent. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
b. The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Design Professional of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner or the Design Professional may notify the Contractor, stating whether the Owner or the Design Professional (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Design Professional to provide notice within the 14-day period shall constitute notice of no reasonable objection.
c. All of the Contractor's proposed on-site personnel must be approved by the Design Professional and Owner. The Contractor shall not employ a proposed superintendent to whom the Owner or Design Professional has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. Substitution or other significant personnel changes which may affect the Contractor's on-site personnel must be preceded by written notification of the Design Professional and Owner no less than seven (7) business days before the anticipated event. Such proposed changes must be approved by the Design Professional and Owner. The Contractor shall designate a second person in charge in writing in the event the Superintendent is temporarily absent due to illness, vacation, or any other cause(s).

Section 3.10 Contractor's Construction and Submittal Schedules

i. Where the Contract is based on a Stipulated Sum, the Contractor, immediately after being awarded the Work, and before execution of the Agreement, shall meet at a Preconstruction Conference with the Owner for the purpose of reviewing the Contractor's proposed Construction Management Plan; assisting the Owner with further developing the Master Project Schedule; and integrating the Work of the Contractor into that of the Owner and all Separate Contractors, if any.
ii. The Contractor's Project Schedule must include all the following:
    .1 Use precedence format, critical path method scheduling without the use of artificial activity constraints or "negative float";
    .2 Use software, techniques and methods satisfactory to the Owner;
    .3 Provide an electronic and graphic representation of all activities and events that will occur during performance of the Work;
    .4 Identify each subproject, to include, without limitation preconstruction, construction, commissioning, turnover of the Work, and Owner's occupancy;
    .5 Set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Contractual Milestone Dates");

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.6 Upon review by the Design Professional and written review and acceptance by the Owner of the Contractual Milestone Dates, the Contractor's Project Schedule shall be deemed part of the Contract Documents and provided to the Owner as a submittal;

.7 If not accepted, the Contractor's Project Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance;

.8 Submission of an updated Contractor's Project Schedule with each Application for Payment shall be a mandatory condition precedent to the payment by the Owner to the Contractor pursuant to an Application for Payment, and the Owner shall not be obligated to make payment if the Contractor fails to include an updated Contractor's Project Schedule reflecting the then-current conditions on the Project and the anticipated progress of Work based on those conditions; and

.9 All requests for change orders, modifications or additional compensation from the Contractor affecting the Contract Time or Contract Sum shall include a detailed schedule with both data and graphics showing the specific effect of the changed, modified or differing condition(s) on the critical path of the Contractor's Project Schedule.

iii. The Contractor, prior to preparing the Construction Management Plan and attending the Preconstruction Conference, will have reviewed the sequences, durations, sequencing and dependencies of activities, material deliveries, and sequenced man-hour staffing to complete the Work. Work activities which have an installed value of twenty thousand dollars ($20,000) or more will be broken down into major products or operations except where mutually agreed otherwise by Contractor and Owner, and these values cost-loaded into the Contractor's Project Schedule as deemed necessary by the Owner. Upon request by the Owner, the Contractor shall support values given for each work activity with data that will substantiate its correctness. The Owner may require the Contractor to show separate work activities and Contractual Milestones for, as examples only and without limitation: Substructure Completion; Superstructure Completion; Building Exterior Skin Completion; Interior Finishes Completion; Owner's Beneficial Occupancy, and other similar dates the Owner, at its sole discretion deems important to the Project.

iv. In the event the Contractor does not timely provide the Contractor's Construction Management Plan with an acceptable Contractor's Project Schedule containing such elements, information, and processes in a form and with a level of detail acceptable to the Design Professional and the Owner, the Owner may, at the Owner's discretion, unilaterally generate the target Contractor's Project Schedule at the Contractor's expense, and impose such schedule, sequences, logic, and/or durations on the Contractor as it deems necessary to complete the Work, or the Owner may declare the Contractor in breach of contract. Whether or not the Owner decides to implement this option, all other contractual provisions relating to breach of contract will continue to be in full force and apply without modification. The Owner may deduct from the Contractor's Application(s) for Payment the amount paid by the Owner for generating the Contractor's Project Schedule.

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v. Upon completion of the Master Project Schedule, and acceptance by the Owner and all Separate Contractors, the Master Project Schedule shall supersede previously submitted schedules. Each updated Master Project Schedule shall supersede previous updates.

b. The Contractor shall, at the Preconstruction Conference, and as a sub-system of its Contractor's Project Schedule, prepare an easily isolated, sorted and separately viewed submittal schedule, and thereafter update it as necessary to maintain a current submittal schedule, and shall submit such schedule(s) for the Design Professional's approval. The Design Professional's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's Construction Schedule, and (2) allow the Design Professional reasonable time to review submittals. If the Contractor fails to submit an approvable submittal schedule thirty (30) days prior to the date established for commencement of the Work, the Contractor shall not mobilize on site, or be entitled to any increase in Contract Sum or extension of Contract Time based on the delay of the Work or time required for review of submittals during the prosecution of the Work.

c. The Contractor shall perform the Work in general accordance with the most recent Contractor's Project Schedules submitted to the Owner and Design Professional and incorporated into the approved Master Project Schedule.

d. The Owner together with the Contractor, will monitor the Master Project Schedule, and incorporate the Contractor's updates to its portions of this overall schedule. As all Separate Contractors are also obligated to follow the Master Project Schedule and their respective schedules therein, they will be required to actively cooperate and participate in the preparation and updating of their portion of this schedule, as well as updating the overall Master Project Schedule by the Owner. The Contractor will be kept updated on all significant Master Project Schedule changes materially affecting the Contractor's Project Schedule.

e. The Contractor will produce a Short Interval Schedule containing activities for not less than one (1) previous week and the next three (3) weeks, and which focuses on the major weekly work activities of each subsystem. At each weekly meeting this Short Interval Schedule will be reviewed by the Contractor with all affected Subcontractors and the Owner.

f. In the event of substantial delay, if excusable under the Contract, for which extension of the Contract Time has or will be granted, the Owner will review and may require revision by the appropriate contractor(s) of affected component of the Master Project Schedule as required by the specific applicable situation(s), and with the cooperation of the Separate Contractors on the Project.

g. The Contractor shall, at mutually agreed intervals, submit to the Owner and Design Professional a progress report stating, without limitation, labor forces mobilized and working on site; areas worked in or on; percent complete of current work activities; any potential schedule or coordination problems; material deliveries received; site visitors; and other information as required by the Owner.

h. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Contractor's Project Schedule and shall promptly advise the Owner of any delays or potential delays. The accepted Contractor's Project Schedule shall be updated to reflect actual conditions as frequently as mutually agreed by the Contractor and Owner; but in no event less frequently than with each Application for Payment; and at other times as may be reasonably requested by the Owner or Design Professional. In the event any progress report or schedule update indicates any

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actual or potential delays, the Contractor shall, using both the most currently approved Contractor's Project Schedule as a baseline for comparison, and a written narrative, propose an affirmative plan to correct the delay (hereinafter referred to as the "Proposed Recovery Schedule") which must include the following:

.1 The Proposed Recovery Schedule will show the results of working additional shift or days, adding additional labor, and any of the other actions specified in Section 8.4, if necessary, all as described in the accompanying narrative;

.2 The Proposed Recovery Schedule will be reviewed by the Owner, and the Contractor will promptly and diligently make all adjustments to the Proposed Recovery Schedule reasonably requested as a result of such review.

.3 The Proposed Recovery Schedule shall become the most current, approved Contractor's Project Schedule upon its approval by the Owner, issuance of a Change Order for the purpose by the Design Professional; and signing of such Change Order by the Contractor, Design Professional, and Owner, in that order; and

.4 In no event shall any progress report, schedule update or Proposed Recovery Schedule constitute an adjustment in the Contract Time, any Contractual Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

i. In the event either the Owner or Design Professional determine that the performance of the Work, as of a Contractual Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation those further specified in Section 8.4.

j. The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10 and Section 8.4 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Contractual Milestone Date or completion date set forth in the Contract Documents.

k. The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of any part of the Owner's organization or any stakeholders or invitees thereof. The Contractor shall, upon the Owner's or Design Professional's request, reschedule such portion of the Work during hours when the interference to the Owner's organization, or any stakeholders or invitees thereof, will be minimized or eliminated. Any postponement, rescheduling, or performance of the Work under this Section 3.10.k may be grounds for an extension of the Contract Time, if permitted under Section 8.3.a; and an equitable adjustment in the Contract Sum if the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents; and to the extent such rescheduling or postponement is required for the convenience of the Owner.

l. Documents and Samples at the Site

The Contractor shall make available, to the Owner, Design Professional or their designees, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and

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selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy and delivered to the Design Professional for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The Contractor shall make available to the Owner or Design Professional for inspection and copying the record copy of the drawings, specifications, addenda, Change Orders and other Modifications, including all such documents maintained by the Contractor in electronic format, upon reasonable request of the Owner or Design Professional and, in any event, within twenty-four (24) hours of receipt by Contractor of a request from Owner or Design Professional for such review and/or copying. The Owner or Design Professional may request the record copy of the As-Built Documents, specifications, addenda, Change Orders and other modifications of the Work to be updated before Substantial Completion to reflect the most current condition of the Project, as additional Cost of the Work paid as a Change Order at the Owner's expense. The Owner or Design Professional may require the Contractor to furnish the As-Built Documents in electronic format and may make copies of them prior to completion of the Work at the Owner's expense.

i. The Contractor shall provide final electronic files and one "hard" copy of the Drawings and Specifications to the Owner updated to reflect the final condition of the Project with the final Application for Payment as a condition precedent to final payment.

Section 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, manufacturer, supplier, or distributor 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 that 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. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Design Professional is subject to the limitations of Section 4.2.g. Informational submittals upon which the Design Professional is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Design Professional without action.
e. The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Design Professional, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, after Contractor has verified the information contained within said submittals is in accordance with representations required by Section 3.12.f and in accordance with the submittal schedule approved by the Design Professional or, in the absence of an approved submittal schedule, 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.

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f. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Design Professional that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and (4) verified the information contained within said submittals is in accordance with all applicable Federal, state and local codes or ordinances in effect at the site.

g. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Design Professional. Should the Contractor, Subcontractors, or Sub-subcontractors install, construct, erect or perform any portion of the Work without approval of any requisite submittal, the Contractor shall bear the costs, responsibility, and delay for removal, replacement, and/or correction of any and all items, material, and /or labor.

h. The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Design Professional's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Design Professional of such deviation at the time of submittal and (1) the Design Professional has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Design Professional's approval thereof.

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

    i. Copies of all approved Shop Drawings, Product Data, Samples and similar submittals shall be preserved in an orderly manner and delivered by the Contractor to the Owner upon Final Completion.

j. The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

    i. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor, the Owner and the Design Professional will specify all performance and design criteria that such services must satisfy in the Contract Documents. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional who shall comply with reasonable

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requirements of the Owner regarding qualifications and insurance. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Design Professional. The Owner and the Design Professional shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Design Professional have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.j, the Design Professional will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ii. If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Owner and the Design Professional at the time and in the form specified by the Design Professional.

Section 3.13 Use of Site, Delivery and Storage

a. The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
b. The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Owner before using any portion of the site.
c. The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all persons at the Project site; all property at the Project site; and all persons or property adjacent thereto, which includes, but is not limited to, the all the following duties and acknowledgments:

.1 The Contractor acknowledges the Project site comprises and/or may be adjacent to existing structures and that these site areas may be occupied during the performance of some portions of this Contract;

.2 The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause interference with adjacent stakeholders or create hazardous conditions;

.3 The Contractor shall be responsible for the mitigation and/or abatement of all noise, dust, fumes, traffic or other by-product of construction activity that, in the opinion of the Owner or the Design Professional, have an adverse affect on the quality of life or productivity for Project stakeholders, the Owner's current operations, or the Owner's employees. Such mitigation and/or abatement shall be performed in manner and with a result completely and wholly acceptable to the Owner and Design Professional;

.4 The Contractor shall control its personnel and the Subcontractors on site, especially regarding the use of alcohol or profanity, dressing in an inappropriate manner, parking in an inappropriate place, or other activities deemed to be inappropriate, to the satisfaction of the Owner and Design Professional. Repeat

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offenses will cause the Owner or Design Professional to require, through the Contractor, the temporary or permanent removal of the offending individuals, Subcontractor(s) or Sub-subcontractor(s) from the site;

.5 The Contractor shall, at a minimum, secure the site by erecting and maintaining a 6'-0" chain link fence around the perimeter of the construction site. This fence shall remain intact until such time the site becomes secure in the opinion of the Contractor, as a result of construction progress (by way of example, and without limitation, completion of site grading and backfill, installation of doors and windows, etc.);

.6 The Contractor shall furnish and maintain sufficient sanitary facilities for its own forces and those of any Subcontractor or Sub-subcontractor. The facilities of any existing, nearby buildings will not be available for construction use; and

.7 The Contractor is advised that the project site area is subject to, among other inclement weather, unpredictable and high winds. When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and stored materials on site and fully protect the Work, as necessary, from injury or damage by any cause and to prevent possible damage caused by flying materials and debris.

d. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas, which includes, but is not limited to, all of the following duties:

.1 The access to the site shall be maintained in compliance with all local, state, and Federal code and life safety requirements for ingress by first responders and other similar emergency requirements;

.2 The Contractor shall inform the Owner, Design Professional and any officials referenced in Section 3.13.f in writing a minimum of thirty (30) calendar days prior to any disruption of access, specifically and graphically showing the nature of the disruption, as well as the hours it will be disrupted. Such disruption will be subject to Owner's and Design Professional's approval, such approval not to be unreasonably withheld;

.3 The Owner shall be responsible for snow removal to the limits of the construction site only so far that the Contractor will have access to the entrance to the construction area; and

.4 Snow removal within the limits of work and/or for the purpose of performing and protecting work by individual contractors is the duty of the Contractor.

e. During the performance of the Work, the Contractor, its Subcontractors, Sub-subcontractors, suppliers and their employees agree they shall:

.1 Use such entrances to the construction site that may be designated by the Owner;

.2 Perform the Work at such times of the day and days of the week as may be designated by the Owner; and

.3 Accept that these entrances and times may be reviewed and changed from time to time by the Owner.

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f. The Contractor shall notify all public utility companies a minimum of two (2) business days prior to the commencement of any work by it or its Subcontractors in the vicinity of the utilities. No work shall commence until the utilities have been located and staked by the utility company or written consent from the Owner to proceed has been given to the Contractor. If the utility service must be interrupted, the Contractor shall, at Contractor's sole cost and expense, notify the head of the local administrative services (by way of example only, and without limitation, the city manager, the mayor, the city or county clerk, etc. as applicable) and the utility users affected by the interruption. Such notice shall consist of direct written communication, publication in a local newspaper, and/or announcement on local radio or television stations, whichever is most reasonably calculated to give the most effective notice to such utility users.

g. The Contractor shall exercise due diligence in seeing that all equipment, material, and supplies are delivered in advance of the time they are needed on the job and shall properly store and protect same at the Contractor's expense.

h. Notwithstanding any other provision herein, the Contractor shall take all necessary measures to store materials on site for which payment has been requested by the Contractor or been made by the Owner so that they shall not deteriorate, be damaged or be stolen, which includes, but is not limited to, all the following:

.1 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor;

.2 Protection of construction materials and equipment stored at the Project site from fire, weather, burglary, pilferage, vandalism and mischief, damage, and all other adversity; and the care and protection of materials and Work installed in the building is solely the responsibility of the Contractor;

.3 The Contractor shall bear sole responsibility for the restoration of damaged Work and replacement of damaged or stolen materials at no additional cost to the Owner; and

.4 After equipment is no longer required for the Work, it shall be promptly removed from the Project site.

i. The Contractor shall not deliver any materials to the site which are not to be installed by same Contractor without fifteen (15) day's advance notice in writing to the Owner of the location, date, and time of such delivery to allow proper coordination. Such materials shall be received jointly by a representative of the Contractor and a representative of the Owner, who shall agree, and the Contractor shall document such agreement in writing:

.1 The materials delivered are undamaged, or if damaged, such damage is documented by digital photo(s);

.2 They are in the quantities shown on the purchase order, invoice or bill of lading accompanying the shipment or delivery or otherwise provided;

.3 The storage conditions are adequate for the purposes; and

.4 The Contractor has accepted responsibility for insurance and ongoing protection per Section 10.2 for such material until it is released to a third party authorized in writing by the Owner to receive it.

Section 3.14 Cutting and Patching

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a. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
b. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

Section 3.15 Cleaning Up

a. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract and shall be responsible for daily clean-up of construction materials and dust control. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project and shall clean all glass surfaces and leave the Work "broom clean", or its equivalent, except as otherwise specified.
b. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

Section 3.16 Access to Work

The Contractor shall provide the Owner and Design Professional and their representatives with access to the Work in preparation and progress at all times wherever located, and shall provide proper and safe facilities for such access.

Section 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall defend and hold the Owner and Design Professional harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Design Professional. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Design Professional.

Section 3.18 Indemnification

a. CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES

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WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT ITS OWN COST AND EXPENSE DEFEND AND PROTECT OWNER FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES FOR INJURY, SICKNESS, DISEASE OR DEATH OF ANY EMPLOYEE, AGENT OR REPRESENATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF INDEMNITEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY CONTRACTOR FOR THE BENEFIT OF THE OWNER FROM THE CONSEQUENCES OF OWNER'S NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR EMPLOYEE OF ANY OF ITS SUBCONTRACTORS.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE, BUT NOT BE LIMITED TO, ATTORNEYS' FEES AND COSTS, COURT COSTS AND SETTLEMENT COSTS, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

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THE CONTRACTOR IS NOT REQUIRED TO INDEMNIFY OR DEFEND THE DESIGN PROFESSIONAL, ANY LICENSED ENGINEER, OR AN AGENT, SERVANT, OR EMPLOYEE OF THE DESIGN PROFESSIONAL OR LICENSED ENGINEER FROM LIABILITY THAT MAY ARISE FROM DEFECTS IN THE PLANS, DESIGNS OR SPECIFICATIONS OR NEGLIGENCE ON THE PART OF THE DESIGN PROFESSIONAL OR LICENSED ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES ARISING FROM THE CONTRACT AND THE PLANS DESIGNS OR SPECIFICATIONS THAT ARE PART OF THE CONSTRUCTION CONTRACT AS SET FORTH IN CHAPTER 130 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

b. THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS SECTION 3.18 SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES, DAMAGES, LIABILITY, SAFETY VIOLATIONS, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), AND PUNITIVE DAMAGES, IF ANY, ARISING OUT OF, OR IN CONNECTION WITH ANY:

.1 VIOLATION OF OR FAILURE COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE;

.2 MEANS, PROCEDURES, TECHNIQUES, SAFETY PRECAUTIONS, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND

.3 FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTION AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

c. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS ALL OF THE INDEMNITEES SET OUT IN SECTION 3.18.a FROM AND AGAINST ANY COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY ANY OF THE INDEMNITEES IN ENFORCING ANY OF THE CONTRACTOR'S DEFENSE, INDEMNITY, AND HOLD-HARMLESS OBLIGATIONS UNDER THIS CONTRACT.

Article 4. DESIGN PROFESSIONAL

Section 4.1 General

a. The Design Professional is the person or entity retained by the Owner pursuant to Section 2.3.b and identified as such in the Agreement.

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b. Duties, responsibilities, and limitations of authority of the Design Professional as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Design Professional. Consent shall not be unreasonably withheld.

Section 4.2 Administration of the Contract

a. The Design Professional will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Design Professional issues the final Certificate for Payment. The Design Professional will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

b. The Design Professional will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, as the Work progresses and when fully completed, will be in accordance with the Contract Documents. However, the Design Professional will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Professional will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.a.

c. On the basis of the site visits, the Design Professional will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Design Professional will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Professional will not have control over or charge of and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

i. **NEITHER THE OWNER NOR THE DESIGN PROFESSIONAL NOR THE OWNER'S OTHER CONSULTANTS SHALL BE RESPONSIBLE OR LIABLE FOR THE SAFETY PROGRAM(S) DEVELOPED BY THE CONTRACTOR OR ITS SUBCONTRACTORS FOR THE SAFETY OF PERSONS AND PROPERTY, OR FOR COMPLIANCE WITH STATUTES, RULES, REGULATIONS, AND ORDERS APPLICABLE TO CONDUCT THE WORK. SHOULD ANY CONTRACTOR OR THEIR SUBCONTRACTOR(S), OR THE SUB-SUBCONTRACTOR(S) MAKE A CLAIM AGAINST THE INDEMNITEES, OR SHOULD THEY OR ANY GOVERNMENTAL ENTITY BRING ANY ACTION OR LEVY ORAND FINE OR PENALTY AGAINST THE INDEMNITEES ON ACCOUNT OF ANY SAFETY-RELATED DAMAGE OR VIOLATION OF LAW ALLEGED TO HAVE BEEN SUSTAINED, THE CONTRACTOR AGREES THAT IT WILL HOLD THE INDEMNITEES HARMLESS AGAINST ANY SUCH VIOLATION, FINE, CLAIM OR SUIT, AND THAT IT WILL REIMBURSE THE INDEMNITEES THE COST OF DEFENDING SUCH SUIT,**

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AND IF ANY JUDGMENT AGAINST THE INDEMNITEES ARISES THEREFROM, THE CONTRACTOR SHALL PAY OR SATISFY IT AND SHALL PAY ALL COSTS INCURRED BY THE INDEMNITEES.

d. Communications

The Owner and Contractor shall include the Design Professional in all communications about the Design Professional's services or professional responsibilities. The Owner shall promptly notify the Design Professional of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Design Professional's consultants shall be through the Design Professional. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

i. Failure of Contractor to give the Owner or Design Professional written notice of Contractor's objections, within three (3) business days, to directives, instructions, interpretations, or minutes from the Owner or Design Professional, shall constitute final and conclusive consent on the part of the Contractor to such directives, instructions, interpretations, or minutes of the Owner or Design Professional.

ii. Any written notice from the Owner or Design Professional to the Contractor shall be sufficiently given when delivered to the last known business address of the Contractor, or to its registered or authorized agent, representative, or officer. Any written notice from the Contractor to the Owner shall be sufficiently given when personally delivered to the Owner's Office, Attn: Project Manager, or at such other address and to the attention of such person as the Owner may from time to time designate in writing.

e. Based on the Design Professional's evaluations of the Contractor's Applications for Payment, the Design Professional will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

f. The Design Professional has authority to reject Work that does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable, the Design Professional will have the authority to require inspection or testing of the Work in accordance with Sections 13.4.b and 13.4.c, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

g. The Design Professional will review and approve, or take other appropriate action upon, the 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 Design Professional's action will be taken in accordance with the submittal schedule approved by the Design Professional or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. 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 Contractor

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as required by the Contract Documents. The Design Professional's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 1.2, 3.2.a, 3.3, 3.5, 3.12, and 13.9. The Design Professional's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

h. The Design Professional will prepare Change Orders and Construction Change Directives and may order minor changes in the Work as provided in Section 7.4. The Design Professional will investigate and make recommendations regarding concealed and unknown conditions as provided in Section 3.7.d.

i. The Design Professional will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; 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 Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

j. If the Owner and Design Professional agree, the Design Professional will provide one or more Project representatives to assist in carrying out the Design Professional'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 in the Contract Documents. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

k. The Design Professional will interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Design Professional's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

l. Interpretations of the Design Professional will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations, the Design Professional will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

m. The Design Professional's opinions on matters relating to aesthetic effect will be considered by the Owner when making the Owner's determination on these issues and the Owner's decision will be final if consistent with the intent expressed in the Contract Documents. Such Owner's determination shall be communicated through the Design Professional.

n. The Design Professional will review and respond to requests for information about the Contract Documents. The Design Professional's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Design Professional will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

Article 5. SUBCONTRACTORS

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Section 5.1 Definitions

a. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. 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 Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the 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 site. 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.

Section 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

a. Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Design Professional of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Design Professional may notify the Contractor whether the Owner or the Design Professional (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Design Professional to provide notice within the 14-day period shall constitute notice of no reasonable objection.
b. The Contractor shall not contract with a proposed person or entity to whom the Owner or Design Professional has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
c. If the Owner or Design Professional has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Design Professional has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
d. The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Design Professional makes reasonable objection to such substitution.
e. Upon request, the Contractor shall provide to the Owner an executed copy of all subcontracts, purchase orders, and other agreements relating to the Work.
f. The Contractor shall not sublet the Work as a whole. The approval of subcontractors in no way relieves the Contractor from full responsibility.

Section 5.3 Subcontractual Relations

a. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner , the Owner's other consultants and Design

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Professional. Each subcontract agreement shall preserve and protect the rights of the Owner , the Owner's other consultants, and Design Professional under the Contract Documents with respect to the Work to be performed by the Subcontractor. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available for review for each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Notwithstanding the above, all Agreements with the Owner shall have all references to compensation redacted before disclosing to Subcontractors, sub-Subcontractors, or any other tier of vendor.

b. All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract, attached to the Agreement and made a part thereof as an Exhibit, and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract. The Contractor's subcontractors, however, are not intended third-party beneficiaries of this Agreement by pass through, assignment, or otherwise, except as provided in the Contract Documents, and the Owner shall not be bound to Contractor's subcontract agreements.
c. Whenever the Contractor receives payment pursuant to the Contract Documents, the Contractor shall make payments to each of its Subcontractors of any amounts actually received which were included in the Contractor's Application for Payment to the Owner for such subcontracts unless otherwise allowed to withhold payment by the terms and conditions of the subcontract or as allowed by law. The Contractor shall make such payments within ten (10) days of receipt of payment from the Owner in the same manner as the Owner is required to pay the Contractor under the Contract Documents if the Subcontractor is satisfactorily performing under its contract with the Contractor. Such payments from Owner to Contractor shall be imposed with an express trust to assure that payment is made to all Project Subcontractors, Sub-subcontractors, and suppliers. In addition to the express trust imposed upon such funds and the fiduciary duties incumbent upon the Contractor, Texas Property Code Chapter 162 shall apply.
d. The Contractor shall monitor the Subcontractors, who shall pay all suppliers, Sub-subcontractors, laborers, and any other persons who provide goods, materials, labor, or equipment to the Subcontractor any amounts actually received which were included in the Subcontractor's request for payment to the Contractor for such persons, within ten (10) days of receipt of payment from the Contractor. The construction payments made by the Contractor to the Subcontractor shall be trust funds as set forth in Chapter 162 of the Texas Property Code. If the Subcontractor fails to make such payments in the required manner, the Subcontractor shall pay said suppliers, Sub-subcontractors, and laborers interest as set forth in Chapter 162 of the Texas Property Code.
e. At the time the Subcontractor submits a request for payment to the Contractor, the Subcontractor shall also submit to the Contractor a list of the Subcontractor's suppliers, Sub-subcontractors, and laborers. The Contractor shall be relieved of the requirements of this Section regarding payment in ten (10) days and interest payments until the Subcontractor submits such list. If the Contractor fails to make timely payments to the Subcontractor as required by this Section, the Contractor shall pay the Subcontractor interest as calculated under the provisions of Chapter 2251 of the

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Texas Government Code. Nothing in this Section 5.3 shall be construed to affect the retention provisions of any contract.

f. The provisions of this Section 5.3 shall be made a part of each contract between the Contractor and each Subcontractor, either expressly or by incorporation by reference to this Section of the Contract Documents.

Section 5.4 Contingent Assignment of Subcontracts

a. Each subcontract agreement for a portion of the Work may be assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

b. If the Work in connection with a subcontract has been suspended for more than thirty (30) days, after termination of the Contract by the Owner pursuant to Section 14.2 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for any increase in direct verifiable costs incurred by such Subcontractor as a result of the suspension.

c. Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity, including the performance bond Surety's takeover or completion contractor, which shall relieve the Owner of any legal responsibility under the subcontract.

d. Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations that accrue subsequent to the assignment of the Subcontractor to the Owner after suspension and termination of the Contract, as provided in this Section 5.4. This Section 5.4 shall be construed to prohibit a pass through or assignment of rights, unless authorized by the Owner in writing

Section 5.5 Owner Payments to Subcontractors

a. In the event of any default hereunder by the Contractor, or in the event the Owner or Design Professional fails to approve any Application for Payment that is not the fault of a Subcontractor, the Owner may make direct payment to the Subcontractor, less appropriate retainage. In that event, the amount paid the Subcontractor shall be deducted from the payment to the Contractor.

b. Nothing contained herein shall create any obligation on the part of the Owner to make any payments to any Subcontractor, and no payment by the Owner to any Subcontractor shall create any obligation to make any further payments to any Subcontractor.

Article 6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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Section 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

a. The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.
b. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
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 Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.
e. The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are listed in and identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

Section 6.2 Mutual Responsibility

a. The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
b. If part of the Contractor's Work depends on proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Design Professional of any apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Design Professional of these apparent discrepancies or defects prior to

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proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.

c. The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

d. The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.e.

e. The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

f. Should the Contractor wrongfully delay or cause damage to the work or property of any Separate Contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement or otherwise to resolve the dispute. If such Separate Contractor sues or initiates a judicial proceeding against the Owner on account of any delay or damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense. The Owner may fund the defense of such proceedings contemplated by this Section but, in any event, if any judgment or award against the Owner arises therefrom, the Contractor shall pay to satisfy it to the extent of Contractor's responsibility.

g. **SHOULD ANY SUCH SEPARATE CONTRACTOR WRONGFULLY DELAYED OR DAMAGED BY THE CONTRACTOR OR PERSONS FOR WHOM THE CONTRACTOR IS RESPONSIBLE PER SECTION 6.2.f MAKE A CLAIM AGAINST THE INDEMNITEES, OR BRING ANY ACTION AGAINST THE INDEMNITEES, ON ACCOUNT OF THE DAMAGE ALLEGED TO HAVE BEEN SO SUSTAINED, THE CONTRACTOR SHALL HOLD THE INDEMNITEES HARMLESS AND DEFEND THEM AGAINST ANY SUCH CLAIM OR SUIT, AND SHALL REIMBURSE TO THE INDEMNITEES THE COST INCLUDING, WITHOUT LIMITATION, REASONABLE, ADDITIONAL ATTORNEY'S FEES INCURRED DEFENDING SUCH SUIT, AND IF ANY JUDGMENT AGAINST THE INDEMNITEES ARISES THERE FROM, THE CONTRACTOR SHALL PAY OR SATISFY IT AND SHALL PAY ALL COSTS INCURRED BY THE INDEMNITEES.**

h. Should the Contractor be caused damage by any Owner's Separate Contractor(s)'s work, by reason of such Owner's Separate Contractor's failure to perform properly under its contract with the Owner, no action will lie against the Owner, and the Owner shall have no liability therefor, but the Contractor may assert its claims for damages directly against such Owner's Separate Contractor and the Owner shall reasonably assist the Contractor. by assign such rights to Contractor, unless otherwise prohibited under Texas law.

i. Inasmuch as the completion of the building within the prescribed time is dependent very largely upon the close and active cooperation of all those engaged therein, it is, therefore expressly understood and agreed that each contractor shall lay out and install its work at such time(s) and in such manner as to not delay or interfere with the carrying forward of the work of the other contractors.

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j. Where the work of one contractor directly affects the conditions of the work of another contractor including, as examples only, and not limited to, providing shoring for backfilling, providing protective covering for painting, providing adequate bracing of door jambs, etc., the contractor performing the work which will adversely affect another contractor's work shall be responsible for providing adequate protection based upon methods used to perform its work.

Section 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, or the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Design Professional will allocate the cost among those responsible, which allocation shall be final.

Article 7. CHANGES IN THE WORK

Section 7.1 General

a. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
b. A Change Order shall be based upon agreement among the Owner, Contractor, and Design Professional. A Construction Change Directive requires agreement by the Owner and Design Professional and may or may not be agreed to by the Contractor. An order for a minor change in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and reasonably inferable from the intent of the Contract Documents may be issued by the Design Professional alone.
c. Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Section 7.3 or as otherwise provided herein, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

Section 7.2 Change Orders

a. A Change Order is a written instrument prepared by the Design Professional and signed by the Owner, Contractor, and Design Professional stating their agreement upon all of the following:
    .1 The change in the Work;
    .2 The amount of the adjustment, if any, in the Contract Sum; and
    .3 The extent of the adjustment, if any, in the Contract Time.

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b. Methods used in determining adjustments to the Contract Sum may include those listed in Sections 7.3.c, 7.3.g and 7.3.j.

c. Agreement on any Change Order constitutes a final settlement of all past and future claims, at law or in equity, concerning all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, delays, all direct and indirect costs, any claim for damages associated with such change, and any and all adjustments to the Contract Sum and the construction schedule.

d. Change Orders Requiring City Council Approval

The Contract Sum may not be increased because of a Change Order unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants. The approval of the Denton City Council is required if a Change Order involves a decrease or an increase of $50,000.01 or more. The original Contract Sum also may not be increased under this Section 7.2 by more than twenty-five percent (25.0%) over the entire duration of the Project. The original Contract Sum may not be increased by more than twenty-five percent (25%) over the entire duration of the Project for any reason; nor may it be decreased by more than twenty-five percent (25%) without the consent of the Contractor, as provided in Texas Local Government Code Sec. 252.048. After the Change Order is submitted by the Contractor under this Section 7.2, the additional time required to obtain City Council approval shall not be factored into any past or future claim for delays or calculated as a part of the Change Order request.

Section 7.3 Construction Change Directives

a. A Construction Change Directive is a written order prepared by the Design Professional and signed by the Owner and Design Professional, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

b. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

c. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed fee; or

.4 As provided in Section 7.3.d.

d. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Design Professional shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit calculated using the sum of the actual costs allowed in Sections 7.3.d.1 through 7.3.d.5, and using the percentages as

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set forth in Section 7.3.l below. In such case, and also under Section 7.3.c, the Contractor shall keep and present, in such form as the Design Professional may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.d shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Design Professional;

.2 Costs of materials, supplies, and equipment, including cost of transportation, 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, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Additional, verifiable payroll and subsistence costs incurred by the Contractor, Subcontractor, and Sub-subcontractor of field personnel directly attributable to the change.

e. If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

f. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Professional of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

g. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

h. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Design Professional. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

i. Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Design Professional will make an interim recommendation for purposes of monthly certification for payment for those costs and certify for payment the amount that the Design Professional recommends, in the Design Professional's professional judgment, to be reasonably justified. The Design Professional's interim recommendation of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

j. When the Owner and Contractor agree with a recommendation made by the Design Professional concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Design Professional will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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k. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Design Professional for determination. The Design Professional may consult with the Owner in connection with such determination either at the direction of the Owner or at the Design Professional's discretion. If the Contractor does not ultimately agree with the Design Professional's determination, the Contractor may assert a Claim in accordance with Article 15.

l. In Subparagraph 7.3.d, the allowance for the combined total of onsite and offsite overhead and profit included in the total cost to the Owner shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, fee percentage of the Cost of Work stated in Section 5.1.a of the Stipulated Sum Agreement plus actual direct jobsite costs associated with the additional work, if any;

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, fee percentage of the Cost of Work stated in the Stipulated Sum Agreement, if any, plus actual direct jobsite costs associated with the additional work, if any;

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces, ten percent (10%) of the cost;

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor;

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.d;

.6 Under no circumstance shall costs of the Contractor's supervisory, management, administrative or other office personnel, regardless of where stationed, be paid as cost of the Work under 7.3.d Conversely, the Contractor shall be compensated for their labor within the overhead and profit percentage specified in this Section 7.3.l;

.7 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can immediately be seen by inspection, shall be accomplished by a complete itemization of costs including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also;

.8 When both additions and credits are involved in any change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any; and

.9 Overtime, when specifically authorized by the Owner and not as a requirement for the Contractor to fulfill its obligations under this Agreement, shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit will not be paid by the Owner for overtime.

Section 7.4 Minor Changes in the Work

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The Design Professional may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Design Professional's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Design Professional and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Design Professional's order for a minor change without prior notice to the Design Professional that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

Section 7.5 Supporting Information

Notwithstanding the above, requests for an adjustment in the Contract Sum or adjustment in the Contract Time shall be in a form and accompanied by supporting information with a level of detail wholly acceptable to the Owner and Design Professional. The Contractor shall also comply with all provisions of Articles 8 and 15 with respect to claims. The required information shall be provided by the Contractor in less than twenty-one (21) days from the Contractor's request for an adjustment in the Contract Sum or Contract Time. Failure to timely provide this information in the proper form may be, in and of itself, grounds for rejection of the request, at the sole discretion of the Owner or Design Professional.

Article 8. TIME

Section 8.1 Definitions

a. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
b. The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.
c. The date of Substantial Completion is the date certified by the Design Professional in accordance with Section 9.8.
d. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

Section 8.2 Progress and Completion

a. Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
b. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a Notice to Proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of any additional necessary documents.
c. Attention is directed to the fact that the Work is urgently needed by the Owner; for this reason it shall be agreed that the Contractor will substantially complete all Work under the Contract within the time established in the Contract Documents and the most recently approved Contractor's

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Project Schedule. The Contractor shall begin the Work on the date of commencement as defined in the Contract Documents; carry the Work forward with adequate resources; furnish, without limitation such labor, supervision, materials, facilities, and equipment; and work such hours, including night shifts, overtime operations, and Sundays and/or holidays, as may be necessary to ensure the progress and completion of both the Work and the Project as reflected by the most recently approved Contractor's Project Schedule.

d. The Contractor shall achieve specific Contractual Milestone dates (if any), Substantial Completion, and Final Completion within the times stated in the Contract Documents, and such dates shall be adhered to and shall be the last acceptable dates for completion of Work required for those milestones and completions, unless and until modified by the Owner in writing.
e. The Contractor understands and agrees that all Work must be performed in an orderly and closely coordinated sequence so that the dates for Contractual Milestones (if any), Substantial Completion, and Final Completion, may be met by the both the Contractor as well as the respective Separate Contractors.
f. The Contractor shall also complete the Work in all of its details for final acceptance as expeditiously as possible after Substantial Completion.
g. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

Section 8.3 Delays and Extensions of Time

a. If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Design Professional, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, implementation of Federal law or policies, unusual delay in transportation, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.f.ii, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation; or (5) by other causes that the Design Professional recommends may, justify delay, then the Contract Time may be extended for such reasonable time as the Owner may determine.
b. Claims relating to time shall be made in accordance with applicable provisions of Article 15.
c. This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.
d. Any claims for extension of time shall be made in writing to the Owner and Design Professional not more than ten (10) days after commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of work within five (5) days of the first date the Contractor should reasonably be expected to have calculated the impact of such delay, but in no event more than fifteen (15) days after the commencement of the delay, with weekly updates to the impact if the delay is of an ongoing nature.
e. Extensions of the Contract Time will be made for delays due to weather conditions only when such conditions are more severe and extended than those reflected by the ten (10) year average for the month as evidenced by the National Climatic Data Center's (NCDC's) Surface Data US at http://gis.ncdc.noaa.gov/ website/ims-cdo/sod/viewer.htm or other data as mutually agreed by the Owner and Contractor for the Project area.

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f. In allowing delays for weather, the Owner will be entitled to consider weather conditions prevailing throughout the entire Contract period. The Owner and Contractor will together reconcile actual working days lost and gained over the entire Contract period every ninety (90) days. The Contractor shall then adjust the schedule activities accordingly for both the Contractor's weather float reserves and Owner's float reserves where those activities are carried in the Contractor's Project Schedule (if any).Extensions of time due to weather or other allowable reasons will be granted on the basis of one-and-four-tenths (1.4) calendar days credit for every working day lost, with each separate extension figured to the nearest whole calendar day.

g. The extension of the contract completion time for weather conditions will occur only in the event that the weather in question affected critical activities on the most current Contractor's Construction Schedule, and at least one half of the work force allocated to that item of work was also adversely affected by the same weather conditions.

Section 8.4 Contractor's Obligations After Delay

a. If either the Work actually in place falls behind as reflected by the currently updated Master Project Schedule or Contractor's Construction Schedule, or it becomes apparent or likely in the reasonable opinion of the Owner after consultation with the Design Professional that the Work will not be completed within the Contract Time or in accordance with the Contractor's Construction Schedule, due to delays caused by the Contractor or its subcontractors, the Contractor agrees it shall, as necessary, take some or all of the following actions (hereinafter referred to collectively as "Extraordinary Measures") at no additional cost to the Owner or Design Professional, as required to substantially eliminate, in the judgment of the Owner, the backlog of Contractor's Work on the Project:

   .1 Increase quantities of, without limitation, labor, supervision, material deliveries, equipment on site, and crafts as necessary;

   .2 Increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing;

   .3 Reschedule activities to achieve maximum practical concurrence of accomplishment; and

   .4 Do whatever else is reasonably required by the Owner or Design Professional.

b. These Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Contractor's Construction Schedule.

c. In the event of a delay, the Owner Design Professional may also require the Contractor to immediately submit a Proposed Recovery Schedule as specified in Section 3.10.h above. If the Proposed Recovery Schedule is not satisfactory, the Design Professional may unilaterally establish a new Proposed Recovery Schedule acceptable to the Owner; issue it as a Construction Change Directive; and the Contractor shall comply therewith. The Owner may also require the Contractor to take any of the Extraordinary Measures to make up the lag in scheduled progress, all without additional cost to the Owner, or Design Professional.

d. Failure of the Contractor to substantially comply with the requirements of this Section 8.4 shall be considered grounds for a determination by the Owner, after consultation with the Design

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Professional, that the Contactor is in breach of this Agreement by failing to prosecute the Work and that of the Project so as to ensure its completion within both the Contract Time and the updated Contractor's Construction Schedule.

e. Likewise, in the event the progress of the Project falls behind the predictions of the Master Project Schedule through no fault of the Contractor, the Owner or Design Professional may request, and the Contractor may agree to take one or more of the Extraordinary Measures, with the Owner bearing the cost for such measures by Change Order.

f. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Section 8.4, except as specifically noted otherwise in Section 8.4.e.

Section 8.5 Owner's Rights After Delay

a. In the event that any Contractor fails, or appears likely to fail, to complete a critical portion of Work on time or to complete a Contractual Milestone Date or completion date as evidenced by the most recently approved Contractor's Project Schedule, the Owner or the Design Professional shall have the right to impose any or all of the following options:

.1 Require the Contractor to substantiate the capability to get back on schedule within ten (10) business days;

.2 Require the Contractor to take some or all of the Extraordinary Measures, and do whatever else is required by the Owner or Design Professional until Contractor confirms, to the satisfaction of the Owner and Design Professional, the progress of the Work is in compliance and congruence with the most recently approved Contractor's Construction Schedule, such measures being at no extra cost to Owner and Design Professional;

.3 Withhold progress payment, or portions thereof, until such time as the Contractor is in compliance with the most recently approved Contractor's Project Schedule; and

.4 Contact or visit the factory, plant or distribution center whose production or delivery schedule may be critical to the scheduled completion of a portion of the contract work, and expedite same, at Contractor's expense.

Section 8.6 Liquidated Damages

a. Should the Contractor fail to substantially complete the Work on, or before, the original date set forth in the Contract, or on or before the revised date as granted by extensions to Contract Time, the Owner may at its sole discretion permit the Contractor to proceed, and in such case, there shall be deducted from any monies due or which may become due the Contractor, a sum as specified herein, for each and every calendar day that the Work shall remain uncompleted. This sum shall be considered, not as penalty, but as the cost(s) for substantial losses suffered by the public and the Owner. Liquidated damages are intended to compensate the Owner for the Contractor's failure to meet the deadlines set forth herein, and shall not excuse the Contractor from liability from any other breach of requirements of the Contract Documents, including any failure of the Work to conform to applicable requirements. The Contractor agrees that the sums in Section 8.6.b are reasonable in light of the anticipated or actual harm caused by the breach, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an

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adequate remedy. Contractor further acknowledges and agrees that Liquidated Damages may be owing even though no termination has occurred.

b. The parties acknowledge, covenant, and agree that the daily basis and the amount set forth above for liquidated damages are reasonable because of the unique nature of the Project as a benefit to the public; the fact that inconvenience to the public will be one of the significant impacts of any failure by the Contractor to timely complete the Work; and that it is impracticable and extremely difficult to ascertain and determine the actual losses which would accrue to the Owner and the public.

c. Permitting the Contractor to continue and finish the Work, or any portion thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract. The Contractor acknowledges the Owner receives no benefits from early completion of the Project or the Work, therefore all rights, if any, to an early completion bonus or other increases in the Contract Sum for such early completion are hereby waived by the Contractor.

Article 9. PAYMENTS AND COMPLETION

Section 9.1 Contract Sum

a. The Contract Sum is stated in the Agreement and, is the maximum amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum may only be increased pursuant to a Change Order signed by the Owner. Completion of the Work is a condition precedent to Owner's obligation to pay the full Contract Sum.

b. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

Section 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or the Cost of the Work, the Contractor shall meet with the Design Professional, at the Preconstruction Conference with a proposed Schedule of Values as specified in Section 3.10. The Contractor's Schedule of Values will be reviewed by the Owner and Design Professional in the context of the Contractor's proposed Construction Management Plan, including, but not limited to, the Contractor's Construction Schedule therein. The values assigned to each work activity in the Schedule of Values should be generated by the projected earned value of the activities in the Contractor's Construction Schedule, rounded to the nearest five dollars, and equal in aggregate to the Contractor's and Subcontractor's contract amount(s). The Schedule of Values shall allocate the entire Contract Sum to the various portions of the Work and be prepared in such form and supported by such additional data to substantiate its accuracy as the Owner and Design Professional may require. This Schedule, of Values, unless objected to by the Owner or Design Professional, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Section 9.3 Applications for Payment

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a. At least ten days before the date established for each progress payment, the Contractor shall submit to the Design Professional an itemized Application for Payment prepared in accordance with the Schedule of Values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Design Professional require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers and shall reflect retainage if provided for in the Contract Documents. The Application for Payment shall be notarized and include other documentation as reasonably required by the Owner; submitted electronically.

   i. As provided in Section 7.3.i, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim recommendations of the Design Professional, but not yet included in Change Orders.

   ii. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

   iii. Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and Design Professional and in compliance with all applicable statutes:

      .1 A duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the invoice from and the amount requested for any Subcontractor and material supplier in the requested Application for Payment, and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers;

      .2 Duly executed statutory conditional waivers of mechanics' and material suppliers' lien for progress payments with teach payment application; and appropriate statutory unconditional waivers of mechanics' and material suppliers' liens for progress payments; and appropriate statutory unconditional waivers for final payments from all Subcontractors and, when appropriate, from material suppliers and lower tier Sub-subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment;

      .3 An updated Contractor's Construction Schedule per Section 3.10 clearly showing the actual progress of the Work for each activity against the Work previously scheduled to be completed during the period, and against targeted activities' previously approved completion dates; and

      .4 With every Payment Request for the Work, contractor will submit an affidavit stating that the contractor has complied with the requirements of Chapter 2258, Texas Government Code. The parties hereto agree that any electronic copy of such affidavit shall be treated as an original for all intents and purposes;

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.4 If required by the Owner's title insurer, if any, the Contractor shall execute a personal gap undertaking in form and substance satisfactory to such title insurer; and.

.5 Notwithstanding the above, Applications for Payment shall be in a form and accompanied by supporting information with a level of detail wholly acceptable to the Design Professional, and shall include, at a minimum, an updated monthly Contractor's Construction Schedule clearly and graphically comparing the actual "work-in-place" completed to the Work previously projected to be complete for the period. Failure to provide this information in the proper form may be, in and of itself, grounds for rejection of the Application for Payment, at the discretion of the Design Professional.

b. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the stored materials and equipment which must be properly tagged as to material and job identification; must be available for inspection by the Design Professional; and such requests for payment must be accompanied by documentary evidence as specified, without limitation, in Sections 3.13 and 11.3, which supports the request's validity; quantity and value of materials; proper material acceptance and storage; and including insurance on the materials as evidenced by a Certificate of Insurance or otherwise protects the Owner's interests. Such request shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Such materials shall be:

.1 Protected from diversion, destruction, theft, and damage to the satisfaction of the Owner, and the Lender;

.2 Specifically marked for use on the Project; and

.3 Segregated from other materials at the storage facility.

c. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs. The 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 Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

d. <u>THE CONTRACTOR FURTHER EXPRESSLY UNDERTAKES TO DEFEND THE INDEMNITEES, AT THE CONTRACTOR'S SOLE EXPENSE, AGAINST ANY ACTIONS, LAWSUITS, OR PROCEEDINGS BROUGHT AGAINST THE INDEMNITEES AS A RESULT OF LIENS OR VERIFIED CLAIMS FILED AGAINST THE WORK, THE SITE OF ANY OF THE WORK, THE PROJECT SITE AND ANY IMPROVEMENTS THEREON, PAYMENTS DUE THE CONTRACTOR, THE PROJECT BOND OR ANY PORTION OF THE PROPERTY OF ANY OF THE INDEMNITEES (REFERRED TO COLLECTIVELY AS "LIENS OR VERIFIED</u>

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CLAIMS" IN THIS SECTION 9.3.d). THE CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD THE INDEMNITEES HARMLESS AGAINST ANY SUCH LIENS OR VERIFIED CLAIMS AND AGREES TO PAY ANY JUDGMENT OR LIENS OR VERIFIED CLAIMS RESULTING FROM ANY SUCH ACTIONS, LAWSUITS, OR PROCEEDINGS.

Section 9.4 Certificates for Payment

a. The Design Professional will, within seven (7) days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Design Professional recommends is properly due, and notify the Contractor and Owner of the Design Professional's reasons for withholding certification in part as provided in Section 9.5.a; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Design Professional's reason for withholding certification in whole as provided in Section 9.5.a.
b. The issuance of a Certificate for Payment will constitute a representation by the Design Professional to the Owner, based on the Design Professional's evaluation of the Work and the data in the Application for Payment, that, to the best of the Design Professional's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Design Professional. However, the issuance of a Certificate for Payment will not be a representation that the Design Professional 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 suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
c. Certification will be issued for ninety-five percent (95%) of the amount requested by the Contractor and approved by the Design Professional to be properly due until the Contractor is ninety-five percent (95%) completed with the Work. Thereafter, the accumulated retainage may be held without additional retainage, except that, should the Contractor at any time fail to keep current with the approved progress schedule, fail to assure payment to Subcontractors, Sub-subcontractors and suppliers as required hereunder; or fail to promptly and diligently correct Work that does not comply with the Contract Documents, certification of ninety-five percent (95%) shall automatically again become effective and shall apply as long as the Contractor lags behind such progress or fails to assure such payment.

Section 9.5 Decisions to Withhold Certification

a. The Design Professional may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Design Professional's opinion the

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representations to the Owner required by Section 9.4.b cannot be made. If the Design Professional is unable to certify payment in the amount of the Application, the Design Professional will notify the Contractor and Owner as provided in Section 9.4.a. If the Contractor and Design Professional cannot agree on a revised amount, the Design Professional will promptly issue a Certificate for Payment for the amount for which the Design Professional is able to make such representations to the Owner. The Design Professional may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Professional's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.b, because of any of the following:

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors, Sub-subcontractors and suppliers 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 a Separate 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 liquidated damages for the anticipated delay;

.7 repeated failure to carry out the Work in accordance with the Contract Documents;

.8 Contractor's failure to obtain necessary permits or licenses or to comply with applicable codes, regulations, or other laws;

.9 failure to fully execute the Contract with all associated documents as required;

.10 bond claims, or liens, filed for any portion of the Work; or

.11 failure of the Contractor to comply with any provisions of the Contract Documents, including without limitation Section 8.4.

b. Omitted

c. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld less all associated damages, costs and expenses, suffered or accrued by the Owner or Design Professional. In the event the Design Professional nullifies a previously issued Project Certificate for Payment, and the Owner has, prior to such nullification, paid thereon, the Contractor shall promptly reimburse to the Owner amounts the latter had previously paid pursuant to the nullified project Certificate for Payment. Alternately, the Owner may withhold payment in any subsequent Application for Payment, until and unless the reasons for nullification of the previously issued project Certificate for Payment have been remedied and all associated damages, costs, and expenses of Owner and Design Professional have been paid by the Contractor.

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d. If the Design Professional withholds certification for payment under Section 9.5.a.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Design Professional and the Contractor shall reflect such payment on its next Application for Payment.
e. The Contractor shall not stop work or terminate the Contract if the Design Professional should refuse to issue any certificate because the Application for Payment does not conform with the requirements of Sections 9.3, 9.4, 9.5 or any other portion of these General Conditions, as supplemented herein.

Section 9.6 Progress Payments

a. After the Design Professional 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 Design Professional.
b. The Contractor shall pay each Subcontractor, Sub-subcontractor and supplier, no later than ten (10) days after receipt of payment from the Owner the amount to which the Subcontractor, Sub-subcontractor and supplier is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's, Sub-subcontractor's and supplier's portion of the Work, unless otherwise allowed by the provisions of the subcontract or by law. The Contractor shall notify Owner in advance and in writing of any payment(s) to be withheld from any Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, Sub-subcontractor and supplier, require each to make payments to their Sub-subcontractors and suppliers in a similar manner.
c. The Design Professional will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Design Professional and Owner on account of portions of the Work done by such Subcontractor.
d. The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Design Professional shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
e. The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.b, 9.6.c and 9.6.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 any Work.
g. The Contractor shall not withhold from any Subcontractor sums due the Subcontractor for completed Work which has been paid for by the Owner unless allowed by the terms and conditions of the subcontract as stated in Section 5.3.C of the Agreement or by law. The Contractor shall notify Owner in advance and in writing of any payment(s) to be withheld from any Subcontractor. Sums withheld by the Owner from the Contractor for deficiencies solely

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attributable to the Contractor shall not be grounds for the Contractor to withhold sums due to any Subcontractor. All sums paid to the Contractor for labor, materials, or equipment for the Work or Project shall be considered trust funds to be used by the Contractor for payment to those persons to the extent providing labor, materials and/or equipment incorporated into the Work or Project. Payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. However, notwithstanding the above, nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

h. **PROVIDED THE OWNER HAS FULFILLED ITS PAYMENT OBLIGATIONS UNDER THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL DEFEND AND INDEMNIFY THE OWNER FROM ALL LOSS, LIABILITY, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY LIEN CLAIM OR OTHER CLAIM FOR PAYMENT BY ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER. UPON RECEIPT OF NOTICE OF A LIEN CLAIM OR OTHER CLAIM FOR PAYMENT, THE OWNER SHALL NOTIFY THE CONTRACTOR. IF APPROVED BY THE APPLICABLE COURT, WHEN REQUIRED, THE CONTRACTOR MAY SUBSTITUTE A SURETY BOND FOR THE PROPERTY AGAINST WHICH THE LIEN OR OTHER CLAIM FOR PAYMENT HAS BEEN ASSERTED.**

i. To the extent Contractor has received payment in accordance with the terms of this Agreement, the Contractor agrees to keep the Work and the site of the Project and all project bonds free and clear of all bond claim and verified claims related to labor and materials furnished in connection with the Work.

j. If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, at the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

Section 9.7 Failure of Payment

If the Design Professional does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within the date established in the Contract Documents, the amount certified by the Design Professional, then the Contractor may, upon seven (7) additional days' written notice to the Owner and Design Professional, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by

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the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

Section 9.8 Substantial Completion

a. "Substantial Completion" is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, all major systems are operational, and all safety features are completed and Owner's receipt of written confirmation after final inspections by the applicable electrical, plumbing, fire department, health department, and other local and state officials having jurisdiction, stating the project is ready for occupancy by the Owner. In addition to the other requirements of the Contract Documents, and without limitation, the Contractor must also have obtained the written approval and issuance of any occupancy permits required by the laws of local government(s) and the State of Texas before the Contractor shall be deemed to have achieved Substantial Completion.
b. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Design Professional a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor will also provide the Design Professional a comprehensive list of all claims previously and properly made in writing and identified by the Contractor as unsettled at the time of Substantial Completion.
c. Upon receipt of the Contractor's list, the Design Professional will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Professional's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Design Professional. In such case, the Contractor shall then submit a request for another inspection by the Design Professional to determine Substantial Completion.
d. When the Work or designated portion thereof is substantially complete, the Design Professional will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
e. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.
f. The Contractor's acceptance of payment per Section 9.8.e shall constitute a waiver for all purposes of all claims or causes of action by the Contractor against the Owner and the Design

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Professional, except those previously and properly made in writing and identified in the list provided by the Contractor as unsettled at the time of Substantial Completion per Sections 9.8.b.

Section 9.9 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 agreement with the Contractor, as such occupancy or use is consented to by the insurer and required under Section 11.3 provided it is authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and 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 Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Design Professional as provided under Section 9.8.b. Consent of the 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 Contractor or, if no agreement is reached, by decision of the Owner.
b. Immediately prior to such partial occupancy or use, the Owner, Contractor, and Design Professional 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.

Section 9.10 Final Completion and Final Payment

a. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Design Professional will promptly make such inspection. When the Design Professional finds the Work acceptable under the Contract Documents and the Contract fully performed, the Design Professional will promptly issue a final Certificate for Payment stating that the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Design Professional's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.b as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under Section 3.5 or otherwise required pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Design Professional as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Design Professional until all warranties and guarantees have been received and accepted by the Owner. "Final Completion" occurs when all the conditions of this Section and the Contract Documents are met as set forth herein.
b. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Design Professional and Owner; (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner

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or Owner's property might be responsible or encumbered (less amounts withheld by the Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in full force after final payment is currently in effect; (3) a written statement satisfactory to the Owner that the insurance will cover the period required by the Contract Documents; (4) consent of surety to final payment; (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract for Construction, to the extent and in such form as may be designated by the Owner and Owner's lender; (6) certification by the Contractor that (i) all Work has been completed in accordance with the Contract Documents, (ii) the final Application for Payment includes all claims of the Contractor against the Owner arising in connection with the Project and constitutes a waiver and release of any and all claims not presented in that application except for claims arising out of third party actions, cross-claims and counterclaims, and (iii) the Record Drawings maintained by the Contractor pursuant to the Contract Documents and delivered to the Owner or Design Professional are complete and accurate in all respects; and (7)evidence of compliance with all requirements of the Contract Documents, such as notices, certificates, affidavits, or other requirements to complete obligations under the Contract Documents, including, but not limited to, (i) instruction of the Owner's representatives in the operation of mechanical, electrical, plumbing, and other systems; (ii) delivery of keys to the Owner with keying schedule (master, submaster, and special keys); (iii) delivery to the Owner of the Contractor's warranties as set forth in the Contract Documents and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for the Design Professional's review and delivery to the Owner; (iv) delivery to the Owner of printed operating, servicing, maintenance and cleaning instructions for all Work (parts lists and special tools for mechanical and electrical work) in approved form; (v) delivery to the Owner of the Record Drawings; (vi) delivery to the Owner of a Final Waiver and Release of Liens covering all Work for itself and for each Subcontractor, vendor, and material supplier who furnished labor, materials, and services to the Work, executed by an authorized officer and duly notarized; (vii) delivery to the Owner of final waivers of lien from each subcontractor and material supplier who furnished labor, materials, and services to the Work, executed by their respective officers and duly notarized; and (viii) delivery of sales and use tax certificate number of the Contractor. In addition to the foregoing, all other submissions required by other Articles and Paragraphs of the Specifications and other Contract Documents shall be submitted to the Owner before approval of final payment. If a Subcontractor refuses to furnish a release or waiver required by the Owner and Owner's lender (if any), the Contractor may furnish a bond satisfactory to the Owner and Owner's lender (if any) to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and attorneys' fees.

i. In addition to items listed in 9.10.b to be submitted before Final Payment will be made or remaining retainage released, Contractor shall deliver a permanent certificate of occupancy from local authorities having jurisdiction.

c. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion,

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and the Design Professional so confirms, the Owner shall, upon application by the Contractor and certification by the Design Professional, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, 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 the 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 Design Professional prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

d. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 bond claims, Claims, liquidated damages, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents;

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment; or

.5 gross negligence, willful misconduct, or fraudulent concealment in connection with the performance of the Contract.

e. Application for and acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee against the Owner or Design Professional except those previously made in writing and identified by that payee arising after the waiver given at Substantial Completion payment described in Sections 9.8.b and 9.8.f.

f. In addition to any other damages, failure of the Contractor to achieve final completion within sixty (60) days after the specified date of Substantial Completion, subject to authorized extensions, will result in the Contractor being responsible for excess Design Professional's and other Owner's consultant(s)' fees beyond their original scope of services required to achieve final completion ("Excess Fees"). Excess Fees will be deducted from the amount due the Contractor.

Article 10. PROTECTION OF PERSONS AND PROPERTY

Section 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor's and all Subcontractors' Safety Programs shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970, and all other applicable state, local, or federal laws or regulations.

Section 10.2 Safety of Persons and Property

a. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to all of the following:

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

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.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 Contractor, a Subcontractor, or a Sub-subcontractor; 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 Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

c. The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

d. When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, and the Contractor shall give the Owner and the Design Professional reasonable advance written notice of such planned activities.

e. The 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 Sections 10.2.a.2 and 10.2.a.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-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 Contractor is responsible under Sections 10.2.a.2 and 10.2.a.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Design Professional 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 Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

f. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Design Professional.

g. The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

h. Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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i. The Contractor shall immediately report in writing to the Owner and Design Professional all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately electronically, as well as by telephone or messenger to the Owner and the Design Professional.

Section 10.3 Hazardous Materials and Substances

a. Hazardous materials include any material in such quantity, concentration, and physical or chemical characteristics including, but not limited to, ignitability or toxicity, so as to be capable of posing an unreasonable risk to health, safety and/or property if released into the atmosphere, transported, stored, or disposed of. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Design Professional of the condition in writing.

.1 For the purposes of this section, the following terms have the below meanings (however, each definition should be read as broadly as possible to incorporate similar hazardous materials or substances:

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.

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.

Hazardous Waste: any solid waste listed as hazardous or which possesses one or more hazardous characteristics.

b. Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Design Professional the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Design Professional will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Design Professional has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Design Professional have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner

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and Contractor. By Change Order duly processed and approved, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, both as specified in Article 7. The term "rendered harmless" shall be interpreted to mean, without limitation that levels of hazardous materials, including, but not limited to, asbestos and polychlorinated biphenyls, are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

c. Omitted.

d. The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

e. Omitted.

f. <u>THE CONTRACTOR SHALL INDEMNIFY THE OWNER FOR THE COST AND EXPENSE THE OWNER INCURS (1) FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE AND NEGLIGENTLY HANDLES, OR (2) WHERE THE CONTRACTOR FAILS TO PERFORM ITS OBLIGATIONS UNDER SECTION 10.3.a, EXCEPT TO THE EXTENT THAT THE COST AND EXPENSE ARE DUE TO THE OWNER'S FAULT OR NEGLIGENCE.</u>

Section 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

Section 10.5 Site Visits

Anyone other than the Owner's designated representatives, the Design Professional, the Design Professional's consultants, and the Owner's other consultants visiting the job site who is not employed by a Contractor shall be required to register with the Contractor's site office before proceeding onto the job site.

<u>Article 11.</u> INSURANCE AND BONDS

Section 11.1 Contractor's Liability Insurance

a. The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in Texas and as further qualified in Paragraph 11.6, such insurance as will protect the Contractor and the Indemnitees from claims set forth below which may arise out of or result from

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the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees; or persons or entities exempt by statute from the requirements of Section 11.1.a.1, but required by the Contract Documents to provide the insurance required by that Section;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle, including pollution clean-up if hauling hazardous materials; and

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than ten (10) years following final payment.

.8 Claims for damages to the Work, and/or materials and equipment used/stored at the Work, as may be covered under any Builder's Risk insurance policy.

b. The Contractor's Commercial General Liability Insurance should be written on ISO Form CG 00 01 10 01 or its equivalent and provide the following:

.1 Premises/operations (Including X-C-U coverages);

.2 Independent contractors;

.3 Products and completed operations with a per project aggregate limit, which coverage shall be maintained for a period of ten (10) years from the date of the Final Payment;

.4 Personal injury (libel, slander, false arrest) liability with employment exclusion deleted;

.5 Blanket Contractual, including, but not limited to, a specified provision for the Contractor's obligations under Section 3.18 of the Contract Documents;

.6 Broad form property damage including, but not limited to, completed operations;

.7 Primary and Non-Contributory endorsement in favor of Indemnitees; and

.8 Contain a Waiver of Subrogation in favor of Indemnitees.

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c. Professional Errors and Omissions Liability Insurance is required for all licensed and certified professionals, including, but not limited to, contractors, engineers, Design Professionals, design-build and design professionals as follows:

.1 The retroactive date preceding the date of the contract; and

.2 An extended reporting period of three (3) years past substantial completion.

d. Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

e. The Contractor shall, for the protection and benefit of the Indemnitees and the Contractor and as part of the Contractor's efforts to satisfy the obligations set forth in this Article 11, procure, pay for, and maintain in full force and effect, at all times during the performance of the Work until final acceptance of the Work; and for such duration as required in the Contract Documents; policies of insurance issued by a responsible carriers acceptable to the Owner, and in form and substance satisfactory to the Owner, that afford the coverages set forth in the Schedule of Insurance, attached to the Contract and made a part of it as Exhibit "YX" – Contractor's Insurance Certificate(s). All such insurance shall be written on an occurrence basis, with the sole exception of Professional Errors and Omissions Liability Insurance. In the event professional liability coverage is not available on "an occurrence" basis, a "claims made" basis policy with effective and retroactive dates prior to the effective date of the Contract Documents and an extended reporting period of at least three (3) years beyond Substantial Completion or as otherwise required by the Contract Documents, whichever is greater, may be substituted with the written consent and approval of the Owner and Design Professional. The Contractor's completed operations coverage shall be maintained until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

f. The Contractor agrees to deliver to the Design Professional, for transmittal to the Owner with a copy to the Design Professional within ten (10) days of the date of the Owner-Contractor Agreement and prior to bringing any equipment or personnel onto the site of the Work or the Project site, and thereafter upon renewal or replacement of each required policy of insurance, certified copies of all required insurance policies procured by the Contractor under or pursuant to this Article 11 or, with the written consent of the Owner and Design Professional, Certificates of Insurance in form and substance satisfactory to the Owner and Design Professional evidencing the required coverages with limits not less than those specified in Section 11.1.k below and all endorsements as required in Article 11 herein. The coverage afforded under any insurance policy obtained under or pursuant to this Section 11.1 shall be primary to any valid and collectible insurance carried separately by any of the Indemnitees. Furthermore, all policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days prior written notice (ten (10)

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days for non-payment of premium) shall be given the Design Professional and Owner in the event of material alteration, cancellation, nonrenewal or expiration of the coverage contained in such policy or evidenced by such certified copy or Certificate of Insurance. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.b and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.e. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

g. Certificates of Insurance with the following or similar wording are not acceptable: "Failure to notify the certificate holder shall impose no obligation or liability of any kind upon the insurer, its agents or representatives."

h. In no event shall any failure of the Design Professional to receive certified copies or certificates of policies required under Paragraph 11.1.f or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article 11.

i. When any required insurance, due to the attainment of normal expiration date or renewal date, shall expire, the Contractor shall furnish to the Design Professional Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy forty-five (45) days prior to renewal date. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differ in any way from the previous policy, the Contractor shall also furnish the Design Professional with a certified copy of the renewal or replacement policy unless the Owner provide the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and Design Professional and written by carriers acceptable to the Owner and Design Professional.

j. Any Aggregate limit under the Contractor's liability insurance, shall by endorsement, apply to this Project separately.

k. The Contractor shall notify the Owner and Design Professional in writing of any reduction in collectible limits (aggregate limits) by an amount in excess of Fifty Thousand Dollars ($50,000), and the Contractor shall promptly procure, at no expense to the Owner, such additional coverage as necessary to restore the valid and collectible limits of such insurance to that required under the Contract Documents.

l. The Contractor shall cause each Subcontractor to procure insurance congruent with the Contractor's insurance requirements as specified in the Contract Documents and satisfactory to the Owner and Design Professional and name each of the Indemnitees as additional insureds under the Subcontractor's commercial general liability, automobile and umbrella excess liability policies. The additional insured endorsement included on the Subcontractor's commercial general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of all on-going and completed operations performed by or on behalf of the Contractor. Each policy shall contain a Waiver of Subrogation in favor of the Indemnities, provide for forty-five (45) day notice of cancellation or non-renewal, and be primary without contribution if the additional insureds have other insurance that is applicable to the loss. If the additional insureds

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have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

m. The Indemnitees shall also be shown as "Additional Insureds" on the property, commercial general liability, automobile liability and umbrella (excess) liability policies and evidence of same must be included in Certificates of Insurance. Copies of policy endorsements must be provided listing the Indemnities as Additional Insureds, using ISO forms CG2010, CG2037, CA0070, CA0032 or their equivalents, and approved as to form by Owner.

n. A "waiver of subrogation" clause in favor of the Owner will be attached to the workers compensation, commercial general liability, umbrella (excess) liability, automobile and the any applicable property insurance policies and evidence of same must be included in Certificates of Insurance. Copies of policy endorsements must be provided showing waivers of subrogation in favor of the Indemnities using ISO forms CG2404, CA0070, CA0032, WC0003 or their equivalents, and approved as to form by Owner.

o. The Owner reserves the right to review the insurance requirements during the effective period of its Agreement with the Contractor, and provide a written request for the Contractor to make any reasonable and commercially available adjustments to insurance coverages and\or limits when deemed reasonably prudent by the Owner based upon its unilateral interpretation of changes in statutory law, court decisions or the Owner's potential increase in exposure to loss.

p. Neither Contractor, Subcontractor, Sub-subcontractor, nor any of their insurance carrier's liability obligations shall be limited to the minimum limits of coverage of insurance maintained or required to be maintained by the Contract Documents.

Section 11.2 Owner's Liability Insurance

a. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

Section 11.3 Property Insurance

a. The Contractor shall purchase and maintain "builder's risk" property insurance, or comparable coverage, for the full replacement cost value thereof, for (i) the Work that is to be done, (ii) all insurable items of Work, title to which has been acquired by Owner in accordance with the Contract Documents and (iii) all materials to be incorporated in the Work, if such materials are in or upon the Premises, or in transit to Premises, whether or not title has been acquired by Owner. Such insurance shall not cover any property owned, leased, or otherwise used in connection with the Work by Contractor, Contractor's subcontractors or the agents or employees of them, that is not forming a permanent part of the Project. This insurance shall include the interests of Owner, Contractor, and Subcontractors and shall provide coverage against loss for "direct physical damage" (previously known as "all risk" coverage) including, but not limited to, without duplication of coverage, fire, extended coverage, vandalism and malicious mischief, theft, collapse, earthquake, flood, sprinkler leakage, windstorm, testing and startup, temporary buildings and debris removal including demolition and increased cost of construction occasioned by enforcement of any applicable legal requirements.

b. Any coverage related to the builder's risk property insurance maintained by Contractor for time including delay in opening and/or extra expenses shall inure to the benefit of Owner only. Owner

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shall be the only party insured under such policy, with the sole exception that the Contractor may be entitled to payment of its fee and general conditions associated with the reconstruction, less any deductible.

c. The Contractor's insurance shall cover against loss for "direct physical damage" (previously known as "all risk" coverage) with sufficient limits to protect the full replacement cost value of the Work.

d. If by the terms of the property insurance there is a deductible amount, in the event of a loss covered by such insurance, Contractor shall be responsible for all deductibles per occurrence which shall be considered a Cost of the Work for all insurable items of Work and materials to be incorporated in the Work, title to which has not been acquired by Owner in accordance with the Contract Documents. Except for Contractor's deductible risk, Owner is bearing all risk of loss to the Property for which Owner, Contractor, and others have an insurable or financial interest during construction, and, in the event of a loss to the property during construction, Owner agrees to rely solely to the proceeds of the Builder's Risk Insurance which Owner Contractor has agreed to furnish.

e. To the extent permitted by law, Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) Owner's Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. Owner or Contractor, as appropriate, shall require of Owner's Separate Contractors, if any, and the subcontractors, sub-subcontractors, agents, and employees of any of them, by written appropriate agreement, similar waivers each in favor of other parties enumerated herein.

f. To the degree allowed by the insurer, Owner and Contractor shall each have its policies endorsed to provide for a waiver of the right of subrogation against the other respective party.

g. Any loss insured pursuant to this Section 11.3 Property Insurance is to be adjusted by Owner and made payable to Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause. Contractor shall pay each Subcontractor a just share of any insurance monies received by Contractor, and by appropriate written agreement, shall require each Subcontractor to make payments to its Sub-subcontractors in similar manner.

h. Upon request, Owner shall make available for inspection by Contractor a copy of all policies to be furnished by Owner.

Section 11.4 Performance, Maintenance, and Payment Bond

a. The Contractor must furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Such bonds shall be issued in an amount equal to the total Contract Sum by a surety company licensed in the state where the Project is located, with a current A.M. Best rating of at least A- X, included on the U.S. Treasury Department's listing of approved sureties, and acceptable to the Owner and Design Professional, or as expressly agreed otherwise by the Owner and Design Professional in writing.

.1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment and shall satisfy the requirements Texas Government Code Chapters 2253 and 2269.

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.2 The Performance Bond, Maintenance Bond, and the Labor and Material Payment Bond shall each be in an amount equal to the Contract Sum and all subsequent increases.

.3 Every Bond under this Section 11.4.a must display the Surety's Bond Number and a rider including the following provisions, which shall be attached to each Bond:

a) The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents;

b) Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived; and

c) The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

b. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
c. The Bond Form shall be in a form provided by the Owner.
d. Additional Performance, Maintenance, and Payment Bonds may be recommended by the Design Professional and required by the Owner, at the Owner's sole discretion, from any Subcontractor. The Owner will pay such actual, additional expenditures as Cost of the Work using the process specified in Article 7 for Changes in the Work. All such bonds shall be in form and substance satisfactory to the Owner and Design Professional.
e. The Contractor shall deliver the required bonds to the Owner no later than three (3) business days following the date of the Agreement is entered into, or if the Work is to be commenced prior to the date the Agreement is entered into, in response to a notification of award. The Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
f. The Contractor shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Section11.5 Adjustment and Settlement of Insured Loss

a. 11.5.1 Omitted.
b. Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have fourteen (14) days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner

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may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

Section 11.6 Insurance Companies

All insurance coverage procured by the Contractor shall be provided by insurance companies having current policyholder ratings no lower than "A- X" by A.M. Best and acceptable by the Owner and Design Professional, or as expressly agreed otherwise by the Owner, Contractor and Owner in writing. Such companies must be licensed to do business in the State of Texas.

Section 11.7 Failure to Purchase Insurance

If one or more of the Indemnitees, or the Contractor is damaged by the failure of either the Owner or the Contractor to purchase or maintain the insurance required under this Article 11, then the party who failed to purchase or maintain the insurance shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable to the failure.

Article 12. UNCOVERING AND CORRECTION OF WORK

Section 12.1 Uncovering of Work

a. If a portion of the Work is covered contrary to the Design Professional's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Design Professional, be uncovered for the Design Professional's examination and be replaced at the Contractor's expense without change in the Contract Time.
b. If a portion of the Work has been covered that the Design Professional has not specifically requested to examine prior to its being covered, the Design Professional may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

Section 12.2 Correction of Work

a. Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Design Professional or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, specifically including but not limited to additional testing and inspections, the cost of uncovering and replacement; the cost of any additional supervision, material, labor, equipment, rental charges, home office overhead, and other expenditures necessitated to both rectify the non-complying conditions, protect adjacent Work of both the Contractor and the Project, and restore Work by the Contractor and others necessarily damaged in the course of rectifying the non-

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complying conditions; as well as compensation for the Design Professional's services and expenses made necessary thereby, shall be at the Contractor's expense.

i. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable or for which the Contractor is otherwise responsible.

b. After Substantial Completion

i. In addition to the Contractor's obligations under Section 3.5, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.a, or by terms of any applicable special warranty required by the Contract Documents, or within such longer period of time as may be prescribed by law, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the condition is reasonably discoverable, during the two-year period for correction of Work, and the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Design Professional, the Owner may correct it in accordance with Section 2.5, and charge the reasonable costs to the Contractor.

ii. The two-year period for correction of Work shall also be extended by the period of time between Substantial Completion and the actual completion of the corrective Work performed by the Contractor pursuant to this Section 12.2, but only with respect to the corrected portions of the Work.

iii. Omitted.

c. Omitted.

d. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. These costs specifically include, but are not limited to such additional supervision, material, labor, equipment rental charges, home office overhead, and other expenditures necessitated to rectify the non-complying conditions, protect adjacent Work, and restore Work by the Contractor and others necessarily damaged in the course of rectifying the non-complying conditions.

e. Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of

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the one-year period for correction of Work as described in Section 12.2.b relates only to the specific obligation of the 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 Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

f. The Contractor's obligations under this Section 12.2 shall, without limitation, survive acceptance of the Work under the Contract and termination of the Contract.

Section 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. In the event final payment has been made by the Owner subsequent to accepting such non-conforming Work, the Contractor shall pay the Owner for the reduction in the Contact Sum occasioned by such acceptance.

Article 13. MISCELLANEOUS PROVISIONS

Section 13.1 Governing Law

The Contract shall be governed by the laws of the state of Texas. Venue on any dispute arising out of this Contract shall be in Denton County, Texas, which is the place where the Project is located and where performance is primarily to occur.

Section 13.2 Successors and Assigns

a. The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.b, neither party to the Contract shall assign the Contract, or any rights under the contract, in whole or in part without the written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

b. The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

c. Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

Section 13.3 Rights and Remedies

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a. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
b. No action or failure to act by the Owner, Design Professional, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

Section 13.4 Quality Management Tests and Inspections

a. Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the 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 public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Design Professional timely notice of when and where tests and inspections are to be made so that the Design Professional may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require. As required by the provisions of Texas Government Code, Section 2269.058(a), the Owner shall provide or contract for the construction materials engineering, testing, and inspection services and the verification testing services necessary for acceptance of the facility by the Owner. To the extent that any of the provisions of this Section 13.4 or other provisions of this Agreement conflict with any of the provisions of Section 2269.058(a) such conflict is unintentional, and the provisions of the Texas Government Code shall control.
b. If the Design Professional, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.a, the Design Professional will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Design Professional of when and where tests and inspections are to be made so that the Design Professional may be present for such procedures. Such costs, except as provided in Section 13.4.c, shall be at the Owner's expense.
c. If such procedures for testing, inspection, or approval under Sections 13.4.a and 13.4.b reveal failure of the portions of the Work to comply with requirements established by the Contract Documents ("Failed Work"), all costs made necessary by the Failed Work, including those of repeated procedures and compensation for the Design Professional's services and expenses and all costs specified in Section 12.2 shall be at the Contractor's expense. The Contractor also agrees all costs of testing, inspection, and approval services required for the correction of the Failed Work and the cost of such similar services related to remedial operations performed to the Failed Work shall be borne by the Contractor.

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d. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Design Professional.

e. If the Design Professional is to observe tests, inspections, or approvals required by the Contract Documents, the Design Professional will do so promptly and, where practicable, at the normal place of testing.

f. It is the intent of the Construction Documents to require the Contractor to control the quality of the Work using the processes specified in the Contractor's Quality Management, Commissioning, and Turnover Plan contained within the most recent Construction Management Plan approved by the Owner and Design Professional. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work and shall conform to the most recently approved Contractor's Construction Schedule.

g. The responsibility for implementing the Quality Management, Commissioning and Turnover Plan is the Contractor's, as is the obligation to provide the Work and a complete and functional project per the Contract Documents. Notwithstanding anything herein, or in subsequently approved Quality Management, Commissioning and Turnover Plans, the Owner's review and Design Professional's approval of such plan(s) does not relieve the Contractor in any way of this responsibility.

h. The Contractor shall be in charge of scheduling; re-scheduling (when required); and confirming adequate distribution of reports and other findings from all testing and inspections of the Work. This responsibility includes, but is not limited to, scheduling the testing services of a certified testing laboratory which, by statute shall be contracted to and paid for by the Owner. The certified testing laboratory shall be acceptable to the Design Professional; and shall perform the tests as called for in the Contract Documents. The conditions that apply to materials testing and inspections include, but are not limited to the following:

    .1 The frequency and type of Quality Control testing shall be established by the Contractor and shall be sufficient to insure the delivery of the Work and a complete and functional project per the Contract Documents. The type and amount of testing required by the Contract Documents shall be seen as the minimums required, and shall be increased, if in the opinion of the Contractor, more testing is needed to meet the requirements of the Contractor.

    .2 The Contractor shall concurrently provide the Design Professional copies of all test results it receives within three (3) business days of receipt of same.

    .3 The Owner shall provide such Quality Assurance testing as it and the Design Professional mutually agree to be adequate for their own needs. The Owner shall distribute the results of its own Quality Assurance tests as it, at its sole discretion, deems appropriate. The provision of Quality Assurance testing by the Owner, or lack thereof shall in no manner affect the responsibilities of the Contractor or Design Professional under this Agreement.

i. The Contractor shall facilitate and conduct weekly (or more frequent if necessary) meetings on site for the coordination of all mechanical, electrical and special systems installation activities and possible interference(s) above ceilings, in mechanical rooms, etc. The mechanical trades shall typically have preference in the event of conflicts, and therefore the mechanical contractor's coordinator will usually lead each meeting, unless the Contractor decides another trade or the

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Contractor should take the lead. The Design Professional shall be informed of the meetings at least seven (7) days in advance, and the appropriate Design Professional's consultants should be invited to attend by the Contractor, as supplemented and coordinated by the Design Professional.

j. The Contractor's Quality Management, Commissioning and Turnover Plan shall specify that prior to completion and acceptance of any building system or phase, consistent with the Contract and applicable codes and Contractor will review, in detail, the steps for completing testing of all building systems with the Owner and Design Professional. This plan shall be coordinated with and shall be made part of the Contractor's Construction Schedule. All testing shall be of each complete system, before covering, or of individually separable larger portions of each system and shall be performed in the presence of the appropriate Owner's and Design Professional's consultant(s), representatives of the Owner, and at its option, either or both the Design Professional.

k. When heating, air conditioning, ventilating, exhaust, or other items of mechanical, electrical or other similar equipment are installed, or other systems or equipment requiring testing as may be specified in the Contractor's Quality Management, Commissioning and Turnover Plan, it shall be the responsibility of the Contractor, Subcontractor or Sub-subcontractor installing such equipment to operate it for a period of time satisfactory to the Owner prior to acceptance and before the start of Warranty. The duration of such operation shall be as the Owner, Owner's consultant(s), Design Professional's consultant(s), Owner' employees and other Owner's representatives (the Turnover Team) shall reasonably require for proper testing of the respective system and thorough instruction of the Owner's operating personnel.

l. All equipment, testing instruments, instruction materials and incidentals required for proper testing of such systems and thorough instruction of the Owner's operating personnel on each system's operations and maintenance shall be provided by the Contractor, Subcontractor or Sub-subcontractor responsible for providing and installing the equipment. Such tests and instruction shall be in meetings held solely for this purpose (the Turnover Meetings), which shall be coordinated and managed by the Contractor, who shall show their dates in the Contractor's Construction Schedule at least sixty (60) days prior to occurrence. The Contractor shall schedule the Turnover Meetings at times reasonably convenient for the Owner's consultant(s), Design Professional's consultant(s), Owner's employees and other Owner's representatives that the Owner and Design Professional agree are necessary to attend for each system. The Design Professional may attend such Turnover Meetings at its discretion.

m. The Contractor shall provide a digital video record to the Owner, with copies to the Design Professional of all meetings for the purpose of Owner operational staff instruction or training; as well as commissioning of equipment. These videos will become a permanent part of all Operations and Maintenance manuals as applicable.

n. The Contractor shall prepare a digital video record of the project for the Owner with copies to the Design Professional at such stages as shall be indicated by the Design Professional for the purpose of documenting the location of piping, conduit, equipment, or other construction to be concealed at a later date; recording key inspections and tests; providing evidence of unforeseeable conditions encountered by the Contractor on site; and other construction issues as the Design Professional may reasonably require from time to time.

o. The Contractor shall layout and mark any plantings, shrubs and trees which will require removal a minimum of five (5) business days prior to their removal. The Contractor shall notify the

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Design Professional in writing immediately upon completion of this marking, and the Design Professional will have the location of these marked plantings, shrubs and trees reviewed and approved (if correct) by the Owner. The Design Professional will then give permission for removal in writing to the Contractor. Plantings, shrubs, and trees shall not be removed or damaged without such permission.

Section 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest as set forth in the provisions of Texas Government Code, Chapter 2251 or its successor statute.

Section 13.6 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work.

Section 13.8 Measurement

Before ordering any material or doing any Work, the Contractor shall verify all measurements for Work completed at the Project and shall be responsible for their accuracy. Any differences found shall be submitted to the Design Professional for consideration before proceeding with the Work. The Contractor shall use its utmost efforts to identify discrepancies in dimensions in a timely fashion and notify the Owner and Design Professional of these prior to commencing any Work affected by the ambiguous dimensions. No extra charge or compensation shall be allowed because of differences between actual measurements and the dimensions indicated on the drawings.

Section 13.9 Expediting Materials

The Contractor shall immediately, after receipt of Notice to Proceed and approval of the list of subcontractors and material suppliers, place orders for all equipment, materials, and supplies required for the Work, and shall submit to the Design Professional evidence that such orders have been placed in accordance with the Contractor's Construction Schedule.

Section 13.10 Addressing the Owner's Additional Needs and Concerns

a. Notwithstanding the above, the Owner has a unique set of stakeholders and organizational structure that creates special challenges the Contractor must completely and successfully address to the satisfaction of the Owner and Design Professional in the performance of the Work under this Agreement. The actions that shall be taken to address these special challenges include, but are not limited to, the following:

    .1 The Contractor shall provide the Superintendent once per month for a scheduled meeting with the Owner for a progress update on the project if requested by the Owner. A walk-through of the site may be held as a part of this meeting, which shall be scheduled by mutual agreement during regular business hours.

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.2 The Contractor may be required to provide the Superintendent for one meeting per month with the Design Professional for the purpose of assisting the Owner in preparing City Council agenda items and assisting City staff in preparing presentations to the City Council for the benefit of the public. The actual preparation and submission of the City Council of any agenda or work session item shall be performed by the Owner.

.3 In addition to the meetings required to complete the Project, it is anticipated the Owner may request tours from time to time of the project and the site. The Contractor shall indicate in writing when such activity will be permitted and when the site is off limits. These requirements shall be coordinated through the Owner.

Section 13.11 Additional Provisions

a. In the event that any provision herein is held to be unlawful, against public policy, or a violation of the Charter or Ordinances of the Denton City, Texas, such provision shall be modified to make it valid, or if modification is not possible, such provision shall be deleted and the remainder of this Agreement shall remain in full force and effect.
b. Each party hereto agrees to, without limitation, perform all acts; provide all services, material, equipment, labor and supervision; and to make, execute, and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.
c. All exhibits referred to in the Contract Documents are, by reference, incorporated herein for all purposes.
d. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the Contract Documents.
e. Any specific requirement in this Contract that require responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor, Sub-subcontractor or supplier of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor, Sub-subcontractor or supplier of any tier under the Contract Documents or the applicable subcontract.
f. The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a written document signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific material restated in the written document signed by Owner and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents.
g. The Contractor shall provide and file, as required by law, all notices required or permitted by the laws of the state in which the Project is located for protection of Owner from liens and claims of lien if permitted or required by applicable law. Contractor shall be responsible for filing in the appropriate court or other governmental office records all such notices as required or permitted by the laws of the state in which the Project is located.

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h. The Contractor shall provide Owner with copies of all notices received by Contractor from Subcontractors, Sub-subcontractors, and/or suppliers to Contractor.

i. The Owner is a Texas home-rule municipality and as such is generally exempt from taxation under Texas law, which may include the purchase of items, materials, or supplies purchased on behalf of the Owner for this public works project. Contractor shall confirm that the Owner is exempt before paying taxes for items, materials, or supplies that may not be lawfully charged to the Owner.

j. Owner affirmatively represents that its governing body has duly appropriated such sums which are equal to or in excess of the contract amount, and that such contract amount may be lawfully paid by Owner to Contractor subject to the terms and conditions of the Contract Documents. In the event that Owner approves a Change Order, Construction Change Directive or other additional compensable Work to be performed by Contractor, (other than that contemplated by the Contract Documents under any remedy-granting provision), Owner will issue a written assurance at the time of such approval that such additional compensation to be paid has also been duly appropriated by the Owner's governing body.

k. In the event the Owner is required to further advertise the completion of the Work or the Project under any local, state or Federal law, the Contractor shall notify the Owner and Design Professional of such requirement(s) in writing not less than thirty (30) days in advance and attach a copy of the specific advertising and noticing required.

l. The Contractor shall, in addition to compliance with the requirements of Section 3.7.f and without limitation, not knowingly employ or contract with an illegal alien to perform any of the Work under this Agreement. The Contractor shall not knowingly contract with a Subcontractor that (i) knowingly employs or contracts with an illegal alien to perform work under this Agreement or (ii) fails to certify to the Contractor that the Subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.
    i. The Contractor shall comply with any reasonable request of the Texas Workforce Commission made in the course of an investigation pursuant to state law.
    ii. In addition to any other legal or equitable remedy, and notwithstanding anything to the contrary in the Contract Document the Owner may be entitled to for a breach of the Agreement, if the Owner terminates this Agreement, in whole or in part, due to Contractor's breach of the obligations set forth above in this Section 13.11.l Contractor shall be liable for actual and consequential damages to the Owner.

m. It is the express intention of the parties that this Agreement is not to be construed as a waiver of any immunities or defenses of the Owner under Texas law.

n. Notwithstanding any other provision in the Contract Documents to the contrary, public property is protected from forced sale and therefore may not be made the subject of a mechanic's lien. Nothing in the Contract Documents shall be construed to allow a mechanic's lien on public property owned by the Owner. The Owner does not waive its immunities or right to object to or contest such a lien.

Article 14. TERMINATION OR SUSPENSION OF THE CONTRACT

Section 14.1 Termination by the Contractor

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a. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped.

b. The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

c. If one of the reasons described in Section 14.1.a or 14.1.b exists, the Contractor may, upon seven (7) days' notice to the Owner and Design Professional, terminate the Contract and recover from the Owner payment for Work executed, including other costs allowed by the law.

d. If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Design Professional, terminate the Contract and recover from the Owner as provided in Section 14.1.c.

Section 14.2 Termination by the Owner for Cause

a. The Owner may terminate the Contract if the Contractor:

.1 refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or

.5 contractor becomes insolvent or makes a general assignment for the benefit of its creditors.

b. When any of the reasons described in Section 14.2.a exist, and upon certification by the Design Professional that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

c. When the Owner terminates the Contract for one of the reasons stated in Section 14.2.a, the Contractor shall not be entitled to receive further payment.

d. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Design Professional's, Design Professional's consultants', and Owner's other consultants' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

i. The costs of finishing the Work include, without limitation, all reasonable attorneys' fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect costs incurred by the Owner by reason of the termination of the Contractor as stated herein.

Section 14.3 Suspension by the Owner for Convenience

a. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

b. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.a. Adjustment of the Contract Sum shall be as specified in Article 7. No adjustment shall be made to the extent:

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

Section 14.4 Termination by the Owner for Convenience

a. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

b. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

c. Upon such termination for the Owner's convenience, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Contract Documents and Owner's further instructions. **The Contractor waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits, lost opportunity costs, and potential and actual unabsorbed overhead costs.** The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work; (2) claims that the Owner has against the Contractor under the Contract; and (3) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract.

Article 15. CLAIMS AND DISPUTES

Section 15.1 Claims

a. Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.a does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

b. Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the dispute resolution method selected in the Agreement and within the period specified by applicable law.

c. Notice of Claims

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Design Professional, if the Design Professional is not serving as the Initial Decision Maker.; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Design Professional and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by either party must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

i. Claims Made After Final Payment

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After Final Payment, Claims made by the Contractor that have not otherwise been waived pursuant to this Contract, must be initiated within one hundred and eighty (180) days from the date of Final Payment by written notice to the Owner as a condition precedent to the Contractor's right to sue on the Contract.

ii. Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.b, shall be initiated by notice to the other party. In such event, no recommendation by the Initial Decision Maker is required.

d. Continuing Contract Performance

i. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

ii. The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Design Professional will prepare Change Orders and issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

e. Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.c shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. Damages available to the Contractor are limited to those set forth in the Texas Local Government Code, Subchapter I, Section 271.153 or its successor statute(s).

f. Claims for Additional Time

i. If the Contractor wishes to make a Claim for an increase in the Contract Time, the Contractor shall provide written notice as required by Sections 8.3.d. and 8.3.e.

ii. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented in accordance with Section 8.3.e.

g. Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.g shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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Section 15.2 Initial Decision
Omitted.

Section 15.3 Mediation

a. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to precedent to filing suit in a state district court having competent jurisdiction per the Contract Documents. If a statute of limitations is at issue, then suit may be filed by either party to toll the statute, but the suit shall then be stayed pending completion of the agreed mediation. If the parties cannot agree on a mediator, then the court may appoint one upon application of either party.
b. The parties shall endeavor to resolve their Claims by mediation. A request for mediation, shall be made in writing, delivered to the other party to the Contract.
c. Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings.
d. The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Written agreement(s) reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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"General Decision Number: TX20250243 03/14/2025

Superseded General Decision Number: TX20240243

State: Texas

Construction Type: Building

County: Denton County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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)(1).

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 $17.75 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 2025.
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 $13.30 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 2025.

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 http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

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ASBE0021-011 06/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	$ 31.32	7.52

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* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

CARP1421-002 10/01/2023

	Rates	Fringes
MILLWRIGHT	$ 32.02	11.27

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* ELEV0021-006 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 51.93	38.435+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0263-005 06/01/2024

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	$ 28.64	7.93

PLUM0100-008 11/01/2024

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only)	$ 39.76	14.04

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* SUTX2014-019 07/21/2014

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	Rates		Fringes
BRICKLAYER	$ 19.89		0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation	$ 19.25		0.00
CAULKER	$ 16.63	**	0.00
CEMENT MASON/CONCRETE FINISHER	$ 12.93	**	0.00
DRYWALL HANGER AND METAL STUD INSTALLER	$ 15.42	**	0.00
ELECTRICIAN (Alarm Installation Only)	$ 18.83		3.32
ELECTRICIAN (Communication Technician Only)	$ 19.98		3.64
ELECTRICIAN (Low Voltage Wiring Only)	$ 15.80	**	2.18
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems	$ 18.82		0.83
FORM WORKER	$ 12.13	**	0.00
GLAZIER	$ 16.55	**	3.13
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 10.04	**	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL)	$ 14.74	**	0.00
INSTALLER - SIGN	$ 15.61	**	0.00
INSULATOR - BATT	$ 13.00	**	0.00
IRONWORKER, REINFORCING	$ 14.02	**	0.00
LABORER: Common or General	$ 11.76	**	0.00
LABORER: Mason Tender - Brick	$ 10.54	**	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.75	**	0.00
LABORER: Pipelayer	$ 13.00	**	0.35
LABORER: Plaster Tender	$ 12.22	**	0.00
LABORER: Roof Tearoff	$ 11.28	**	0.00
LABORER: Landscape and Irrigation	$ 12.50	**	0.48
LATHER	$ 16.00	**	0.00
OPERATOR:			

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Backhoe/Excavator/Trackhoe	$ 12.83 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93 **	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 15.69 **	0.50
OPERATOR: Forklift	$ 13.21 **	0.81
OPERATOR: Grader/Blade	$ 12.48 **	0.00
OPERATOR: Loader	$ 13.46 **	0.85
OPERATOR: Mechanic	$ 17.52 **	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 18.44	0.00
OPERATOR: Roller	$ 15.04 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	$ 13.21 **	2.33
PAINTER: Drywall Finishing/Taping Only	$ 13.76 **	2.84
PIPEFITTER, Excludes HVAC Pipe Installation	$ 22.98	6.35
PLASTERER	$ 15.75 **	0.00
PLUMBER (HVAC Pipe Installation Only)	$ 22.16	5.46
PLUMBER, Excludes HVAC Pipe Installation	$ 20.84	4.74
ROOFER	$ 17.19 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 20.88	5.19
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 24.88	5.97
SPRINKLER FITTER (Fire Sprinklers)	$ 22.94	0.00
TILE FINISHER	$ 11.22 **	0.00
TILE SETTER	$ 14.25 **	0.00
TRUCK DRIVER: 1/Single Axle Truck	$ 16.40 **	0.81
TRUCK DRIVER: Dump Truck	$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	$ 12.50 **	0.00

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TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the

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example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

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EXHIBIT V – WARRANTY (VERTICAL PROJECTS VERSION)

V.1 Warranty

V.1.1 The CM@Risk warrants to the City and Design Professional that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The CM@Risk further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The CM@Risk's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CM@Risk, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Design Professional, the CM@Risk shall furnish satisfactory evidence as to the kind and quality of materials and equipment. **THE CM@RISK SHALL DEFEND AND HOLD THE CITY HARMLESS AGAINST ANY CLAIM, DEMAND, LOSS, OR DAMAGE BY ANY BREACH OF THIS WARRANTY, AND CM@RISK ACKNOWLEDGES IT SHALL NOT LIMIT SUCH WARRANTY BY ANY OTHER PROVISION OF THIS AGREEMENT.**

V.1.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the City and shall commence in accordance with Section 9.8.4.

V.1.3 When written warranties are specified, the document shall include the following information:

Name and address of Project and City;
Article, materials, or systems covered;
Name and address of Installer;
Name and address of CM@Risk; and
Signature of individual authorized to sign contracts for the company issuing the warranty.

V.1.4 The following minimum warranty terms shall be incorporated:

.1 Duration shall be one (1) year which includes all labor, material, and equipment and a 2nd year warranty included to account for any repairs of the Work requiring labor and/or miscellaneous materials only. Equipment and installed manufactured goods shall provide a one (1) year warranty or manufacturer standard warranty of no less than one (1) year, whichever is greater. or as otherwise specified, dated from the Date of Substantial Completion;

.2 The article, material or system is free from defective materials and workmanship;

.3 Costs of repair or replacement shall not accrue to the City, including, without limitation, repair or replacement of other work disturbed by, or because of, repair or replacement; and

.4 The warranty period shall recommence upon the identification and completion by CM@Risk and acceptance by City of any warranty claim during the initial warranty period. City agrees the CM@Risk's warranty period shall consist of a one (1) year warranty included for all labor, material, and equipment. 2nd year warranty included to account for any repairs of the Work requiring labor and/or miscellaneous materials only. Equipment and installed manufactured goods shall provide a one (1) year warranty or manufacturer standard warranty of no less than one (1) year, whichever is greater.

V.1.5 Warranties which are provided by a manufacturer for its product shall be received by the CM@Risk, filled out and filed with the manufacturer or other appropriate entity in coordination with the City. Certificates or registration stubs shall be included with the record documents submitted for the City upon completion of the Work. The City shall administrate manufacturer's warranties/guarantees after expiration of the CM@Risk's warranty.

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V.1.6 Temporary or trial usage by the City of any mechanical device, machinery, apparatus, equipment, or any work or material supplied under the Contract Documents before final completion and written acceptance by the Design Professional and City shall not be construed as evidence of the Design Professional's or the City's acceptance of same, or the commencement of any warranty periods.

V.1.7 The City has the privilege of such temporary or trial usage, for such reasonable time as the City, or the Design Professional deem proper. The CM@Risk shall make no claims for damage or injury to, or breaking of, any parts of such work which may be caused by weakness or insufficiency of structural parts, or by defective materials or workmanship.

V.1.8 The CM@Risk may, without cost to the City, make such trial usage. However, trials shall only be conducted with the Design Professional's prior approval and under its observation as may be required by either of them. Equipment and/or materials shall be replaced or returned to "as new" condition prior to acceptance by the City.

V.1.9 The CM@Risk agrees to assign to the City at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

V.1.10 If necessary as a matter of law, the CM@Risk may retain the right to enforce directly any such manufacturers' warranties during the one (1) year period or longer as noted within the Specification for special warranties, following the date of Substantial Completion.

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EXHIBIT W – USE of the SITE, DELIVERY & STORAGE

The CM@Risk shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

W.1 The CM@Risk shall coordinate the CM@Risk's operations with, and secure the approval of, the City before using any portion of the site.

W.2 The CM@Risk shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all persons at the Project site; all property at the Project site; and all persons or property adjacent thereto, which includes, but is not limited to, the all the following duties and acknowledgements:

.1 The CM@Risk acknowledges the Project site comprises and/or may be adjacent to existing structures and that these site areas may be occupied during the performance of some portions of this Contract;

.2 The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause interference with adjacent stakeholders or create hazardous conditions;

.3 The CM@Risk shall be responsible for the mitigation and/or abatement of all noise, dust, fumes, traffic, or other by-product of construction activity that, in the opinion of the City, have an adverse effect on the quality of life or productivity for Project stakeholders, the City's current operations, or the City's employees. Such mitigation and/or abatement shall be performed in manner and with a result completely and wholly acceptable to the City;

.4 The CM@Risk shall control its personnel and the Subcontractors on site, especially regarding the use of alcohol or profanity, dressing in an inappropriate manner, parking in an inappropriate place, or other activities deemed to be inappropriate, to the satisfaction of the City. Repeat offenses will cause the City or Design Professional to require, through the CM@Risk, the temporary or permanent removal of the offending individuals, Subcontractor(s) or Sub-subcontractor(s) from the site;

.5 The CM@Risk shall, at a minimum, secure the site by erecting and maintaining a 6'-0" chain link fence around the perimeter of the construction site. This fence shall remain intact until such time the site becomes secure in the opinion of the CM@Risk, as a result of construction progress (by way of example, and without limitation, completion of site grading and backfill, installation of doors and windows, etc.);

.6 The CM@Risk shall furnish and maintain sufficient sanitary facilities for its own forces and those of any Subcontractor or Sub-subcontractor. The facilities of any existing, nearby buildings will not be available for construction use; and

.7 The CM@Risk is advised that the project site area is subject to, among other inclement weather, unpredictable and high winds. When all or a portion of the Work is suspended for any reason, the CM@Risk shall securely fasten down all coverings and stored materials on site and fully protect the Work, as necessary, from injury or damage by any cause and to prevent possible damage caused by flying materials and debris.

W.3 The CM@Risk shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas, which includes, but is not limited to, all of the following duties:

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.1 The access to the site shall be maintained in compliance with all local, state, and Federal code and life safety requirements for ingress by first responders and other similar emergency requirements;

.2 The CM@Risk shall inform the City, Design Professional, Program Manager and any officials referenced in Section W.5 in writing a minimum of thirty (30) calendar days prior to any disruption of access, specifically and graphically showing the nature of the disruption, as well as the hours it will be disrupted. Such disruption will be subject to City's and Design Professional's approval, such approval not to be unreasonably withheld;

.3 The City shall be responsible for storm related debris and snow removal to the limits of the construction site only so far that the CM@Risk will have access to the entrance to the construction area; and

.4 Storm related debris and snow removal within the limits of work and/or for the purpose of performing and protecting work by individual contractors is the duty of the CM@Risk.

W.4 During the performance of the Work, the CM@Risk, its Subcontractors, Sub-subcontractors, suppliers and their employees agree they shall:

.1 Use such entrances to the construction site that may be designated by the City;

.2 Perform the Work at such times of the day and days of the week as may be designated by the City; and

.3 Accept that these entrances and times may be reviewed and changed from time to time by the City.

W.5 The CM@Risk shall notify all public utility companies a minimum of two (2) business days prior to the commencement of any work by it or its Subcontractors in the vicinity of the utilities. No work shall commence until the utilities have been located and staked by the utility company or written consent from the City to proceed has been given to the CM@Risk. If the utility service must be interrupted, the CM@Risk shall, at CM@Risk's sole cost and expense, notify the head of the local administrative services (by way of example only, and without limitation, the City manager, the mayor, the City or County clerk, etc. as applicable) and the utility users affected by the interruption. Such notice shall consist of direct written communication, publication in a local newspaper, and/or announcement on local radio or television stations, whichever is most reasonably calculated to give the most effective notice to such utility users.

W.6 The CM@Risk shall exercise due diligence in seeing that all equipment, material, and supplies are delivered in advance of the time they are needed on the job and shall properly store and protect same at the CM@Risk's expense.

W.7 Notwithstanding any other provision herein, the CM@Risk shall take all necessary measures to store materials on site for which payment has been requested by the CM@Risk or been made by the City so that they shall not deteriorate, be damaged or be stolen, which includes, but is not limited to, all the following:

.1 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the CM@Risk;

.2 Protection of construction materials and equipment stored at the Project site from fire, weather, burglary, pilferage, vandalism and mischief, damage, and all other adversity; and the care and protection of materials and Work installed in the building is solely the

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responsibility of the CM@Risk;

.3 The CM@Risk shall bear sole responsibility for the restoration of damaged Work and replacement of damaged or stolen materials at no additional cost to the City; and

.4 After equipment is no longer required for the Work, it shall be promptly removed from the Project site.

W.8 The CM@Risk shall not deliver any materials to the site which are not to be installed by same CM@Risk without fifteen (15) day's advance notice in writing to the City of the location, date, and time of such delivery to allow proper coordination. Such materials shall be received jointly by a representative of the CM@Risk and a representative of the City, who shall agree, and the CM@Risk shall document such agreement in writing:

.1 The materials delivered are undamaged, or if damaged, such damage is documented by digital photo(s);

.2 They are in the quantities shown on the purchase order, invoice or bill of lading accompanying the shipment or delivery or otherwise provided;

.3 The storage conditions are adequate for the purposes; and

.4 The CM@Risk has accepted responsibility for insurance and ongoing protection per the terms of this Agreement for such material until it is released to a third party authorized in writing by the City to receive it.

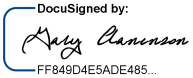
Certificate Of Completion

Envelope Id: DD189DE9-B5AE-47A0-87AF-848064D31D13
Status: Sent
Subject: Please DocuSign: City Council Contract 8559 CMAR Construction Phase Contract for FS 5&6
Source Envelope:
Document Pages: 180
Signatures: 3
Certificate Pages: 6
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: 198.49.140.104

Record Tracking

Status: Original
7/3/2025 11:57:58 AM
Holder: Cori Power
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: 198.49.140.104	Sent: 7/3/2025 12:10:26 PM Viewed: 7/3/2025 12:10:39 PM Signed: 7/3/2025 12:10:55 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: 174.224.30.222 Signed using mobile	Sent: 7/3/2025 12:11:00 PM Viewed: 7/3/2025 12:27:41 PM Signed: 7/3/2025 12:29:48 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney 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: 12.63.250.2 Signed using mobile	Sent: 7/3/2025 12:29:52 PM Viewed: 7/3/2025 12:38:30 PM Signed: 7/3/2025 1:04:54 PM
Gary Aanenson GaryAanenson@COREConstruction.com Executive Vice President CORE Construction Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/13/2022 4:01:32 PM ID: 96bdaf13-b4a5-49f0-ae76-ac48511280c5	 Signature Adoption: Pre-selected Style Using IP Address: 187.216.82.34 Signed using mobile	Sent: 7/3/2025 1:04:59 PM Viewed: 7/3/2025 1:15:39 PM Signed: 7/3/2025 1:15:44 PM

Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None)	Signed by:  A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/3/2025 1:15:48 PM Viewed: 7/3/2025 1:27:50 PM Signed: 7/3/2025 1:28:26 PM
Electronic Record and Signature Disclosure: Accepted: 7/3/2025 1:27:50 PM ID: b312d7c3-ffcd-40f8-882f-4d74bfcd58b4		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)		Sent: 7/3/2025 1:28:31 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Lauren Thoden lauren.thoden@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)	COPIED	Sent: 7/3/2025 12:11:00 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jennifer Martin jennifermartin@coreconstruction.com Contracts Manager CORE Construction Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/3/2025 1:04:58 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
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: 7/3/2025 1:28:30 PM Viewed: 7/7/2025 2:36:52 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Giovanni.Pineiro-Villalba Giovanni.Pineiro-Villalba@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/6/2025 4:30:44 PM ID: eff7cbaa-9048-49c0-b736-f0e72e019920		
Aaron Skinner Aaron.Skinner@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/5/2025 8:42:46 AM ID: 9403b384-cbd0-4926-910c-d2d402add90d		
Jennifer Martin jennifermartin@coreconstruction.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	7/3/2025 12:10:26 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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

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