City of Denton

Meeting Agenda

City Council

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

Tuesday, June 16, 2026 **4:00 PM** **Council Work Session Room & Council Chambers**

WORK SESSION BEGINS AT 4:00 P.M. IN THE COUNCIL WORK SESSION ROOM

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

REGULAR MEETING BEGINS AT 6:30 P.M. IN THE COUNCIL CHAMBERS

REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL

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

Open Microphone:

At regular meetings only, individuals can speak on any topic that is not on the agenda for no longer than four (4) minutes per individual. This portion of the meeting occurs immediately after the start of the regular meeting session. Please note, Council members cannot engage in a discussion on topics presented during this portion and there are limited slots available for this portion of the meeting.

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, 4:00 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 26-0067 Meeting Questions, Responses & Handouts

Attachments: Exhibit 1 - Agenda Information Sheet

3. Work Session Reports

A. ID 26-0625 Receive a report, hold a discussion, and give staff direction on pending City Council requests for:

1) EMS Lieutenant Positions

[Estimated Presentation/Discussion Time: 30 minutes]

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance No. 24-1725

Exhibit 3 - 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 26-0939 Consultation with Attorneys - Under Texas Government Code Section 551.071.

Consult with the City's attorneys regarding the City's protest of Texas Pollutant Discharge Elimination System Permit No.WQ0016632001, where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position.

This agenda item is related to Consent Agenda item ID 26-0794 and will be a placeholder if Council members have questions requiring confidential discussion as allowed by law.

B. ID 26-0950 Consultation with Attorneys - Under Texas Government Code Section 551.071

Consult with the City's attorneys on the legal status, strategy, and options for responding to Public Information Requests, reference number R000466-030926, related to Police Department records. Consultation with City's attorney regarding issues associated with the aforementioned matter where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton under Texas Disciplinary Rule of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position in any administrative or potential litigation.

C. ID 26-0954 Consultation with Attorneys - Under Texas Government Code Section 551.071.

Consult with the City's attorneys on the legal status, strategy and options for resolution of litigation in Cause No. 24-41979-elm-7 styled "In Re: Seis Peliculas, LLC Roddrick Newhouse vs. City of Denton, Texas" pending in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation.

This agenda item is related to Consent Agenda item ID 26-0955 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 REGULAR MEETING OF THE CITY OF DENTON CITY COUNCIL WILL CONVENE AT 6:30 P.M. IN THE COUNCIL CHAMBERS AT CITY HALL, 215 E. MCKINNEY STREET, DENTON, TEXAS AT WHICH THE FOLLOWING ITEMS WILL BE CONSIDERED:

1. PLEDGE OF ALLEGIANCE

A. U.S. Flag
B. Texas Flag

"Honor the Texas Flag – I pledge allegiance to thee, Texas, one state under God, one and indivisible."

2. PROCLAMATIONS/PRESENTATIONS

A. ID 26-0868 Proclamation: Juneteenth Day

B. ID 26-0919 Proclamation: Complex Neuro-Connective Tissue Conditions Awareness Month

C. ID 26-0837 Proclamation: Waste and Recycling Workers Week

3. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

A. Review of procedures for addressing the City Council.

B. Reports from members of the public shall be received through the following two (2) methods. A total of up to seven (7) speakers are permitted to provide public comment and may include any combination of prior registration and open microphone speakers.

1) Pre-registration. This section of the agenda permits any person who has registered in advance to make a citizen report regarding a public business item he or she wishes to be considered by the City Council. Each speaker is allowed a maximum of four (4) minutes to present their report. At the conclusion of each report, the City Council may pose questions to the speaker or may engage in discussion. If the City Council believes that a speaker's report requires a more detailed review, the City Council will give the City Manager or City Staff direction to place the item on a future work session or regular meeting agenda and advise staff as to the background materials to be desired at such meeting.

A. ID 26-0958 Tracy Duckworth regarding homelessness.

B. ID 26-0959 Prudence Sanchez regarding mowing lanes and homelessness.

C. ID 26-0960 Alfredo Sanchez regarding mowing lanes and homelessness.

2) Open Microphone. This section of the agenda permits any person who has not registered in advance for a citizen report to make comments about public business items not listed on the agenda. Such person(s) shall have registered using the "Virtual White Card" or "By Phone" process outlined by the City on its website or meeting notice.

During open microphone reports under this section of the agenda, the Council may listen to citizens speak. However, because notice of the subject of the open microphone report has not been provided to the public in advance, the Texas Open Meetings Act limits any deliberation or decision by the Council to: a proposal to place the item on a future agenda; a statement of factual information; or a recitation of existing policy. Council Members may not ask the open microphone speakers questions or discuss the items presented during open microphone reports.

NOTE: If audio/visual aids during presentations to Council are needed, they must be submitted to the City Secretary 24 hours prior to the 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 – Y). 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 26-0041 Consider approval of the minutes of the May 19, 2026 and June 2, 2026 Regular Meetings, and the June 5, 2026 Special Called Meeting.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - May 19, 2026 Regular Meeting Minutes
Exhibit 3 - June 2, 2026 Regular Meeting Minutes
Exhibit 4 - June 5, 2026 Special Called Minutes

B. ID 26-0878 Consider a nomination/appointment to the City of Denton Health and Building Standards Commission.

Attachments: Exhibit 1 - Agenda Information Sheet

C. ID 26-0858 Consider adoption of an ordinance by the City of Denton authorizing the City Manager, or designee, to execute an Advance Funding Agreement for funding under the North Central Texas Council of Governments' Surface Transportation Block Grant Program, providing financial assistance of 80% of the estimated construction costs for the City's Western Blvd. (US 380/University Drive to Jim Christal Road) Project; CSJ 0918-46-358, through the Texas Department of Transportation (TxDOT).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance & Advance Funding Agreement

D. ID 26-0941 Consider adoption of an ordinance of the City of Denton, a Texas Home-Rule Municipal Corporation, authorizing the City Manager, or their Designee, to execute an Amended and Restated Water and Wastewater Utilities Oversize Cost Participation Agreement with Meritage Homes of Texas, LLC, for the design and construction of a 30" wastewater main, 1.9 MGD lift station, wastewater force main, gravity wastewater main, and 12" potable water main; providing for the expenditure of funds therefore; and providing an effective date (Meritage Homes of Texas, LLC, in the amount not-to-exceed amount of $8,988,869.36). The Public Utilities Board approves (5-0).

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

E. ID 26-0413 Consider adoption of an ordinance of the City of Denton providing for the abandonment, relinquishment and quitclaim a public utility easement (approximately 0.377 acres), situated in the H.H. Haygood Survey, Abstract Number 517, of the Real Property Records of Denton County, Texas, granted to the City of Denton by Carmen Investments, Inc., in County Clerk File No. 2003-R0023064; providing for the quitclaim thereof to Carmen Investments, Inc., a Texas Corporation; providing for the terms and conditions of the abandonment, relinquishment, and quitclaim made herein; providing for the indemnification of the City of Denton against damages arising out of the abandonment herein; providing for consideration to be paid to the City of Denton; providing for severability and an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Map
Exhibit 3 - Ordinance

F. ID 26-0463 Consider adoption of an ordinance of the City of Denton providing for the abandonment, relinquishment, and quitclaim of a portion of various: (I) permanent water easements, (II) permanent wastewater easements, (III) permanent electric easements, and (IV) temporary construction easements, generally located along Interstate 35 North, U.S. Highway 380 (University Drive) to U.S. Highway 77 to Milam Road, situated in the BBB & C RR Co Survey, Abstract No. 141, Ignacio De-Los-Santos Coy Survey, Abstract No. 212, S. Johnson Survey, Abstract No. 683, Alexander White Survey, Abstract No. 1406, John Ayers Survey, Abstract No. 2, Francis Batson Survey, Abstract No. 43, Nathan Wade Survey, Abstract No.1407, Eugene Puchalski Survey, Abstract No. 996, BBB & C RR Co Survey, Abstract No. 192, all in the City and County of Denton, Texas, and more particularly described in the attached Exhibit "A" (collectively, the "Property Interests") to be recorded by Denton County Clerk, Real Property Records, Denton County, Texas granted to the State of Texas Department of Transportation ("TxDOT") by the City of Denton; providing for the quitclaim thereof to TxDOT; providing for the terms and conditions of the abandonment, relinquishment, and quitclaim made herein; providing for the conveyance of easements to the TxDOT; providing for the indemnification of the City of Denton against damages arising out of the abandonment herein; providing for consideration to be paid to the City of Denton; providing for severability and an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Quitclaim Deed
Exhibit 3 - Location Map
Exhibit 4 - Ordinance

G. ID 26-0762 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager, or their designee, to execute a development agreement with JSC-CCI DENTON I, LLC and JSC-CCI DENTON II, LLC for removal of an existing sewer line; construction and removal of a temporary sewer line to serve the Summit35 Development, generally located north of Loop 288 and east of North I-35 within the city limits of Denton, Texas; the Developers' grant of a 40 foot water easement for future use by the City; the abandonment of related easements; and providing an effective date.

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

H. ID 26-0794 Consider adoption of an ordinance of the City of Denton, Texas, a home-rule municipal corporation, authorizing the City Manager, or their designee, to execute a facilities agreement with 636 Denton Dev Company, LLC, wherein the Developer will plan, design, and construct a temporary wastewater treatment plant, city water line, and other water and wastewater facilities necessary to serve the Sundance Development generally located west of the intersection of Farm-to-Market Road 2164 and Milam Road East; requiring the City's withdrawal of its protest of Texas Pollutant Discharge Elimination System Permit No. WQ0016632001; providing for the City's ownership and operation of water and wastewater facilities, including the wastewater treatment plant; requiring transfer of Texas Pollutant Discharge

Elimination System Permit No. WQ0016632001, when issued, from the developer to the City; providing a capacity reservation to the developer; and providing an effective date. The Public Utilities Board recommends approval (5 - 0).

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

I. ID 26-0807 Consider adoption of an ordinance of the City of Denton granting JPI Construction, LLC a noise exception pursuant to section 17-20(c)(3)(f) of the City of Denton Code of Ordinances with respect to sound levels and hours of operation for approximately 62 concrete alleys, parking lot, and foundation pours utilizing concrete pumps, generators, and lights related to the construction of a new amenity center and townhomes located at 901 N Loop 288; granting an increase in sound levels and a variance in the hours of operation which may be affected by weather, from 3:00 a.m. To 7:00 a.m., with sound not to exceed 75 decibels; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Applicant Request
Exhibit 3 - Proximity Map
Exhibit 4 - Paving Sequence
Exhibit 5 - Site Plan
Exhibit 6 - Additional Noise Request Backup
Exhibit 7 - Ordinance

J. ID 26-0809 Consider adoption of an ordinance of the City of Denton granting JPI Construction, LLC a noise exception pursuant to section 17-20(c)(3)(f) of the City of Denton Code of Ordinances with respect to sound levels and hours of operation for approximately 23 concrete parking lot, and foundation pours utilizing concrete pumps, generators, and lights related to the construction of a new amenity center and townhomes located at 3005 N Locust St; granting an increase in sound levels and a variance in the hours of operation which may be affected by weather, from 3:00 a.m. to 7:00 a.m., with sound not to exceed 70 decibels; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Applicant Request
Exhibit 3 - Proximity Map
Exhibit 4 - Paving Sequence
Exhibit 5 - Site Plan
Exhibit 6 - Additional Noise Backup
Exhibit 7 - Ordinance

K. ID 26-0813 Consider approval of a resolution of the City of Denton amending policy no. 505.03 "Social Media" for both personal and official social media accounts; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Resolution
Exhibit 3 - Revised Policy No. 505.03 Social Media
Exhibit 4 - Redlined Policy Draft No. 505.03 Social Media
Exhibit 5 - Comment Moderation SOP

L. ID 26-0886 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract extension between the City of Denton and FX5 Utility Construction LLC through November 18, 2027, for Underground Electric Installation for Denton Municipal Electric; and declaring an effective date (RFP 7633 - extending a contract with FX5 Utility Construction LLC, to November 18, 2027). The Public Utilities Board recommends approval (5 - 0).

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

M. ID 26-0887 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute Change Order No. 5 to the contract between the City of Denton and Sundt Construction, Inc., for the construction of the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8094-1 - Change Order No. 5 in the not-to-exceed amount of $1,048,785.81, for a total contract award aggregated to $43,755,993.44). The Public Utilities Board recommends approval (5 - 0).

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

N. ID 26-0888 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8989 for the maintenance, repair, and rental of heavy-duty John Deere construction equipment for the Fleet Services Department; and providing an effective date (RFP 8989). The Public Utilities Board recommends approval (5 - 0).

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

O. ID 26-0889 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 Open Systems International, Inc., for continued maintenance and support of the Supervisory Control and Data Acquisition (SCADA) system for Denton Municipal Electric, which is the sole provider of this software, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over $50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 9041 - awarded

to Open Systems International, Inc., in the three (3) year not-to-exceed amount of $791,693.00). The Public Utilities Board recommends approval (5 - 0).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance and Contract

P. ID 26-0890 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a Professional Services Agreement between the City of Denton and Kimley-Horn and Associates, Inc., amending the contract approved by the City Council on May 3, 2022, in the not-to-exceed amount of $312,000.00; amended by Amendment 1 approved by Purchasing; said second amendment to provide grant submission support for construction funding through the Federal Railroad Administration Consolidated Rail Infrastructure and Safety Improvements Program of the Grade Crossing Improvements of the Downtown UPRR Quiet Zone Project for Capital Projects; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7292-006 - providing for an additional second amendment expenditure amount not-to-exceed $65,000.00, with the total contract amount not-to-exceed $425,500.00).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Original Ordinance, Contract and Amendment 1

Exhibit 3 - Ordinance and Amendment 2

Q. ID 26-0891 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 Professional Services Agreement between the City of Denton and Innovative Transportation Solutions, Inc., amending the contract approved by City Council on May 2, 2023, in the not-to-exceed amount of $630,000.00; said first amendment to continue to provide additional transportation consulting services for the Development Services Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8179 - providing for an additional first amendment expenditure amount not-to-exceed $108,000.00, with the total contract amount not-to-exceed $738,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Original Ordinance and Contract

Exhibit 3 - Ordinance and Amendment1

R. ID 26-0892 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 Freese and Nichols, Inc., for design services for the D26 Denton A-Train Rail Trail Extension (aka Mayhill-DCTA Trail Extension) for the Capital Projects Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-020 - Professional Services Agreement for design services awarded to Freese and Nichols, Inc., in the not-to-exceed amount of $249,660.00).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance and Contract

S. ID 26-0893 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 Mario Sinacola & Sons Excavating, Inc., for the construction of the Robson Ranch Roadway Expansion Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8916 - awarded to Mario Sinacola & Sons Excavating, Inc., in the not-to-exceed amount of $3,290,980.72).

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

T. ID 26-0894 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 DiVal Safety Equipment, Inc., for the acquisition of self-contained breathing apparatuses for the Fire Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8998 - awarded to DiVal Safety Equipment, Inc., for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $1,053,000.00).

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

U. ID 26-0895 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 CBS Mechanical Services, Inc. dba CMS Mechanical Services, Inc., for plumbing services, including maintenance, repairs, and replacements for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 9034 - awarded to CBS Mechanical Services, Inc. dba CMS Mechanical Services, Inc., 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 $3,334,756.00).

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

V. ID 26-0909 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 Ben E. Keith Company, for the supply of food and concessions at the Water Works Park, Civic Center Pool, and Denton Independent School District Natatorium concession stands for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8943 - awarded to Ben E. Keith Company, for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $1,500,000.00).

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

W. ID 26-0938 Consider adoption of an ordinance of the City of Denton authorizing the Interim City Manager to execute an Interlocal Cooperation Contract in the form of a Memorandum of Understanding (MOU) between the City of Denton and the Denton Independent School District (DISD), for reimbursement to the City in the estimated amount of $511,111 for compensation and benefits of six Student Resource Officers (SROS) assigned at DISD for the initial period of July 1, 2026, through June 30, 2027; automatically renewing the MOU for the periods of July 1, 2027, through June 30, 2028, and July 1, 2028, through June 30, 2029; authorizing the Superintendent of DISD and the Interim City Manager (or their successor) to amend the MOU without DISD Board of Trustee or City Council approval to reflect future changes in the amount of reimbursement from DISD to the City only if the increase is not greater than ten (10) percent from the preceding school year's reimbursement; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance & MOU - SRO Program 2026-2027.pdf

X. ID 26-0955 Consider adoption of an ordinance of the City of Denton approving a Settlement Agreement and Release implementing the terms of the settlement in litigation styled "In Re: Seis Peliculas, LLC Roddrick Newhouse vs. City of Denton, Texas" Cause No. 24-41979-elm-7 pending in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division; and directing the City Manager or designee and the City's attorneys to effectuate as necessary and appropriate the terms of a Settlement Agreement and Release to effectuate this approval; and declaring an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance and Settlement Agreement and Release

Y. ID 26-0963 Consider adoption of an ordinance of the City of Denton approving and authorizing the execution of a City Council Contingency fund donation agreement between the City of Denton and University of North Texas (UNT) Foundation in support of the UNT African Ensemble ($800), a nonprofit organization located within the City of Denton and designated for donation by the mayor; amending and replacing the agreement previously authorized in, and attached as Exhibit A to, ordinance 26-0539; providing a severability clause; and providing an effective date. The Community Partnership Committee recommends the donation (2-0).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance

Exhibit 3 - Council Contingency Support Criteria

5. PUBLIC HEARINGS

A. Z26-0005a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Residential 2 (R2) district to Light Industrial (LI) district on approximately 2 acres of land generally located on the south side of FM 377, approximately 1,025 feet east of the intersection of FM 377 and North Trinity Road in the City of Denton, Denton

County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing for a severability clause and an effective date. The Planning and Zoning Commission voted (6-1) to recommend approval. Motion for approval by Commissioner Dyer and second by Commissioner Ketchersid (Z26-0005a, Winston-Cox Waterworx, Sean Jacobson).

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Project Narrative
Exhibit 5 - Current Zoning Map
Exhibit 6 - Proposed Zoning Map
Exhibit 7 - Future Land Use Map
Exhibit 8 - Table of Allowed Uses
Exhibit 9 - Notification Map & Sign Affidavit
Exhibit 10 - Draft Ordinance
Exhibit 11 - Staff Presentation

B. DCA26-0002b Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas regarding proposed revisions to the Denton Development Code; specifically by amending Subchapter 4 - Overlay and Historic Districts, to establish Section 4.11, Southeast Denton Area Plan Overlay Districts, including the Southeast Denton Residential Overlay Subdistrict (SEDRO), the Southeast Denton Height Overlay Subdistrict (SEDHO), and the Southeast Denton Live/Work Overlay Subdistrict (SEDLWO), and providing applicability, dimensional standards, design standards, allowed uses, and/or use-specific standards for each district. The Southeast Denton Residential Overlay Subdistrict includes 375.94 acres generally bounded by East McKinney Street to the north; North Bradshaw Street, East Prairie Street and the MKT Railroad to the west; Smith Street, Kerly Street, and Morse Street to the south; and South Woodrow Lane to the east; the Southeast Denton Height Overlay Subdistrict includes 39.77 acres generally bounded by East McKinney Street to the north, Exposition Street to the west, East Sycamore Street to the south, and North Bradshaw Street to the east; and the Southeast Denton Live/Work Overlay Subdistrict encompasses 27.58 acres and generally includes properties along the north and south sides of East Prairie Street between Oakwood Cemetery and the MKT Railroad, properties along the west side of Skinner Street, properties along the north and south side of Robertson Street situated between Wye Street and the Stream PEC 4 drainage channel, and properties along the east and west sides of Cook Street north of Wye Street in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted 7-0 to recommend approval of the request with a revision to extend the hours of operation for the Live/Work Overlay District. Motion for approval by Commissioner McDade and second by Commissioner Riggs. (DCA26-0002b, Julie Wyatt and Mia Hines)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Current Zoning Map
Exhibit 4 - Southeast Denton Area Plan Recommendations
Exhibit 5 - Planning and Zoning Commission Work Session Agenda Information
Exhibit 6 - Proposed Overlay Boundaries
Exhibit 7 - Proposed DDC Subchapter 4 Amendments
Exhibit 8 - Notification Map and Responses
Exhibit 9 - Presentation
Exhibit 10 - Ordinance

C. ID 26-0906 Hold a public hearing inviting citizens to comment on the 2026 Action Plan for the 2023-2027 Consolidated Plan for Housing and Community Development.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 – CSAC Funding Recommendations and Project Descriptions
Exhibit 3 - 2026 Draft Action Plan
Exhibit 4 - Presentation

6. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ID 26-0317 Consider adoption of an ordinance of the City of Denton establishing a Main Street Advisory Board to advise the City Council on matters relating to the City of Denton Main Street Program including downtown revitalization, economic development, design improvements, promotion strategies, and preservation efforts; providing for its purpose, powers, and duties; and providing an effective date.

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

B. ID 26-0664 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 Carollo Engineers, Inc., for engineering services for Clear Creek Water Reclamation Plant for the Water Utilities Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8213-019 - Professional Services Agreement for engineering services awarded to Carollo Engineers, Inc., in the not-to-exceed amount of $45,528,839.00). The Public Utilities Board recommends approval (5 - 0).

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

C. ID 26-0724 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 Rush Truck Centers of Texas, L.P., through the Buy Board Cooperative Purchasing

Network Contract No. 723-23, for the acquisition, repairs, and maintenance of Peterbilt Trucks for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 9009 - awarded to Rush Truck Centers of Texas, L.P., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $14,679,000.00). The Public Utilities Board recommends approval (5 - 0).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Cooperative Pricing

Exhibit 3 - Presentation

Exhibit 4 - Ordinance and Contract

7. 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 June 10, 2026, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

_____

OFFICE OF THE CITY SECRETARY

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

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Cassey Ogden, Interim

DATE: June 2, 2026

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:

Ingrid Rex
City Secretary

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Manager's Office

CM: Cassey Ogden

DATE: June 16, 2026

SUBJECT

Receive a report, hold a discussion, and give staff direction on pending City Council requests for:
1) EMS Lieutenant Positions

[Estimated Presentation/Discussion Time: 30 minutes]

BACKGROUND

The following items will be discussed during this work session:

1) EMS Lieutenant Positions

a. **Requestor:** Council Member Stevens
b. **Council Member Request:** I am requesting a work session during the budget discussions to discuss, deliberate, and give direction on the feasibility and creation of one to two EMS lieutenant positions for the upcoming budget cycle; including a discussion on the budgetary implications, potential external funding opportunities, as well as the tangible benefits of adding these positions to the fire department. High Priority.
c. **Date Requested:** May 28, 2026
d. **Format for Response:** Informal Staff Report

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance No. 24-1725
Exhibit 3 – Presentation

Respectfully Submitted:
Bill Prieto
Assistant to the City Manager

ORDINANCE NO. 24-1725

AN ORDINANCE OF THE CITY OF DENTON AMENDING CHAPTER 2, ARTICLE II, SECTION 2-30 OF THE CODE OF THE CITY OF DENTON (CITY COUNCIL REQUESTS FOR INFORMATION OR AGENDA ITEMS), TO PROVIDE FOR A REVISED POLICY MAKING PROCESS THAT PROVIDES BETTER INFORMATION, INCREASED COMMUNITY ENGAGEMENT, ELEVATED INVOLVEMENT OF BOARDS AND COMMISSIONS, AND BUDGET ALIGNMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 27, 2019 by Ordinance No. 19-2026, the City Council adopted Section 2-30 of the City of Denton Code of Ordinances to provide procedures to ensure there is a consensus of the City Council regarding the use of staff time when responding to requests from elected officials; and

WHEREAS, on September 28, 2021 by Ordinance No. 21-1837 the City Council amended the City Council request procedures to increase the time for the requesting councilmember to speak from one minute to two minutes and change the section title to more accurately reflect the response types may include agenda items; and

WHEREAS, on July 25, 2023, by Ordinance No. 23-1431, the City Council amended the City Council request procedures to require a 3/4 supermajority consensus to have a request go directly to a resolution or ordinance on a future City Council agenda; and

WHEREAS, on September 17, 2024, by Ordinance No. 24-1725 the City Council now desires to amend the City Council request procedures to provide for a revised policy making process that provides better information, increased community engagement, elevated involvement of boards and commissions, and budget alignment; 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 to the body of this Ordinance as if fully set forth herein.

SECTION 2. Chapter 2, Article II, Section 2-30 of the City of Denton Code of Ordinances, entitled "City Council Requests for Information or Agenda Items," is hereby amended in its entirety to now read as follows:

Chapter 2 - ADMINISTRATION

ARTICLE II. – ADMINISTRATIVE ORGANIZATION

Sec. 2-30. - City Council Requests for Information or Agenda Items.

(a) Definitions.

(1) For purposes of Section 2-30 the following definitions apply:

a. "Request for Information" – Requests made by a member of the City Council to seek clarification on Board, Commission, Committee or City Council agenda items; address perceived service issues, infrastructure maintenance, or construction concerns caused by or impacting City operations and/or the quality of life for Denton residents; and requests for policy-related research to evaluate policies implemented by other agencies and/or assess the impact a new policy or potential program may have if implemented by the City of Denton.

b. "City Staff" – Includes employees of the City of Denton consisting of, or reporting to, the City Manager or the City Attorney.

(b) City Council Requests for Information from City Staff.

(1) All City Council requests for information from City Staff, must be submitted to the City Manager's Office via email and include at a minimum, the following details:

a. Request Type;
b. Purpose;
c. Time Sensitivity; and
d. Preferred Response Format.

(2) The City Manager's Office and/or the City Attorney's Office will estimate the amount of time required to respond to each request.

(3) Requests estimated to take more than a total of two hours to complete will be brought forward within the next 30 calendar days, to a City Council work session to seek consensus from the full City Council regarding the use of City Staff time to fulfill the request. Requests for information referred to a work session will follow the procedures provided in sub-section (b) of Section 2-30.

(c) City Council Requests for Information Referred to a Work Session.

(1) A standing work session item will be added to each City Council agenda for City Council requests to be considered.

a. The requesting Council Member will be required to provide a clear, written explanation describing the reason for the information requested. This description will be included as an attachment to the work session agenda materials and must be provided to the City Secretary in time to fully comply with Texas Open Meeting Act requirements.

(2) During the work session, the requesting Council Member will have a maximum of two minutes to describe and justify their request.

a. Remaining Council Members will then have a maximum of one minute each to provide feedback and indicate their support for the use of City Staff time to respond to the request.

(3) Staff will respond to all requests where a consensus of at least four elected officials is established with an Informal Staff Report (ISR) and/or Legal Status Report (LSR), determined by the City Manager and the City Attorney, that outlines, as it was presented, the estimated cost to implement, the estimated timeline for implementation of, and a determination of the strategic alignment of, the request.

(4) Upon receipt of the ISR and/or LSR, the Council Member who initiated the request will inform the City Manager if their request has been satisfied. If the requesting Council Member's request is satisfied by the ISR or LSR, the request is concluded with no further action. If the Council Member who initiated the request is not satisfied by the information provided in the ISR or LSR, or otherwise requests a City Council work session, ordinance, resolution or other action on the request, they may submit it to the Agenda Committee to enter the Council Committee Process as defined in Sec 2-30(c)(5). If there is a consensus of six (6) Council Members, a resolution or ordinance may be placed on a future City Council agenda without going through the Council Committee Process defined in Sec 2-30(c)(5).

(5) The Council Committee Process is the procedural movement of a request through the steps outlined in this subsection.
   a. The Agenda Committee will use the ISR or LSR to determine if, to the extent possible, there are any existing committees, boards, or commissions whose defined scope includes the request. If any such committee, board, or commission exists, the Agenda Committee will direct the staff liaison(s) for any appropriate committees, boards, or commissions to find the soonest feasible date and add the request to agenda for the for committees, boards, or commissions for consideration and feedback.
   b. After review by committees, boards, or commissions, if funding is available to implement the request, as determined by the City Manager, the request will proceed to a City Council work session.
   c. After review by committees, boards, or commissions, a request without available funding will be scheduled for discussion by the City Manager at the next City Council Budget Workshop or Strategic Retreat. The request will either be included in the City Manager's proposed budget for the next fiscal year or concluded with no further action, at the direction of City Council. A request that is funded in the budget will proceed to a City Council work session.

(d) City staff time will not be allowed to work on any request that is concluded with no further action in accordance with the procedures of Sec 2-30(c) unless the request is resubmitted in accordance with Sec 2-30(c).

SECTION 3. Ordinance No. 23-1431 is hereby repealed and replaced by this Ordinance. To the extent not otherwise provided, this Ordinance shall repeal every prior ordinance in conflict herewith, but only insofar as the portion of such ordinance shall be in conflict; and as to all other sections of the ordinance not in direct conflict herewith, this Ordinance shall be and is hereby made cumulative except as to such prior ordinances or portions thereof as are expressly repealed hereby.

SECTION 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5. The City Secretary is hereby directed to record and publish the above regulations in the City's Code of Ordinances.

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

The motion to approve this Ordinance was made by Gerard Hudspeth and seconded by Vicki Byrd; this Ordinance was passed and approved by the following vote [5 - 2]:

	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 17th day of September, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

City Council Pending Requests for Information

City Council Meeting

June 16, 2026

File ID: 26-0625



Work Session Process

- Up to seven requests will be reviewed per meeting (one per Council Member)
- Staff will introduce each request
- The requesting Council Member will have up to two minutes to describe and justify their request
- Remaining Council Members will then have a maximum of one minute each to provide feedback and indicate their support for the use of City staff time to respond to the request
- Staff will respond to all requests where a consensus of at least four elected officials is established
- A consensus of six (6) Council Members is required for a resolution or ordinance to be placed on a future City Council agenda prior to a work session on the request.

Work Session Process

- The Agenda Committee will assist in scheduling items receiving consensus based upon priority offered by Council Members, work session availability, and readiness of the item.
- As guidelines for Council Members to note and offer their priority while supporting an item, the following general categorization could be used to indicate any Council Member's support to assist staff and the Agenda Committee:
  - **High** – Time-sensitivity of the item is significant; the item is critical to the community or organization; and/or the item is of such importance that it should take precedence over other scheduled priorities, projects, or items.
  - **Moderate** – The item is somewhat time-sensitive; the item has a valuable impact to the community or organization; and/or the item is important but should be integrated into work plans accordingly.
  - **Low** – The item is not time-sensitive; the item has an impact, but it is limited; and/or the item should be scheduled into work plans where possible but should not affect or delay other scheduled work.

Two-Minute Pitch

EMS Lieutenant Positions

Requestor: Council Member Stevens

Council Member Request: I am requesting a work session during the budget discussions to discuss, deliberate, and give direction on the feasibility and creation of one to two EMS lieutenant positions for the upcoming budget cycle; including a discussion on the budgetary implications, potential external funding opportunities, as well as the tangible benefits of adding these positions to the fire department. High Priority.

Date Requested: May 28, 2026

Format for Response: Informal Staff Report

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

ICM: Cassey Ogden

DATE: June 16, 2026

SUBJECT

Consider approval of the minutes of the May 19, 2026 and June 2, 2026 Regular Meetings, and the June 5, 2026 Special Called Meeting.

BACKGROUND

The minutes drafts are provided for review and formal approval by the City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – May 19, 2026 Regular Meeting Minutes
Exhibit 3 – June 2, 2026 Regular Meeting Minutes
Exhibit 4 – June 5, 2026 Special Called Meeting Minutes

Respectfully submitted:
Kristi Fogle
Interim City Secretary

CITY OF DENTON CITY COUNCIL MINUTES
May 19, 2026

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Work Session on Tuesday, May 19, 2026, at 4:02 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Gerard Hudspeth, Mayor Pro Tem Suzi Rumohr and Council Members Jordan Villarreal, Nick Stevens, Joe Holland, Jill Jester, and Brandon Chase McGee
ABSENT: None

Also present were Interim City Manager Cassey Ogden and City Attorney Mack Reinwand.

WORK SESSION

1. Citizen Comments on Consent Agenda Items

None

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

• Clarification:
  - None

• Pulled For Individual Consideration:
  - None

3. Work Session Reports

A. ID 26-0416 Receive a report, hold a discussion, and give staff direction regarding the results of the 2026 Community Survey. [Estimated Presentation/Discussion Time: 1 hour]

The item was presented, and discussion followed.

Following discussion, there was no direction provided as the item was for presentation/discussion purposes.

The work session ended at 4:32 p.m.

REGULAR MEETING

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Regular Meeting on Tuesday, May 19, 2026, at 4:02 p.m. in the Council Chambers at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Gerard Hudspeth, Mayor Pro Tem Suzi Rumohr and Council Members Jordan Villarreal, Nick Stevens, Joe Holland, Jill Jester, and Brandon Chase McGee

ABSENT: None

Also present were Interim City Manager Cassey Ogden and City Attorney Mack Reinwand.

The posted agenda noted the registration process for public participation at this meeting. However, there were no online registrations or call ins on any items on the agenda

1. PLEDGE OF ALLEGIANCE

A. U.S. Flag
B. Texas Flag

2. PROCLAMATIONS/PRESENTATIONS

A. ID 26-0789 Proclamation: Salvation Army Appreciation to Mayor, Gerard Hudsepth
PRESENTED

B. ID 26-0766 Proclamation: Building Safety Month
PRESENTED

C. ID 26-0281 Proclamation: Preservation Month
PRESENTED

D. ID 26-0505 Proclamation: Water Safety Awareness Month
PRESENTED

3. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

1) Scheduled Citizen Reports from Members of the Public.
None

2) Additional Citizen Reports (Open Microphone)
None

4. CONSENT AGENDA

The Consent Agenda consisted of Items 4. A - R. During the Work Session held earlier in the day, no items were pulled for Individual Consideration.

Council Member Holland moved to adopt the Consent Agenda as presented. Motion seconded by Council Member Villarreal.

Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Villareal, Stevens, Holland, McGee, and Jester
NAYS (0): None

A. ID 26-0670 Consider adoption of an ordinance of the City of Denton granting a special permit to Mario Sinacola & Sons Excavating, Inc. to allow for work hours outside those ordinarily allowed pursuant to Section 17-20 (c)(3)(f) of the City of Denton Code of Ordinances, with respect to hours of operation related to Hickory Creek Road Phase 3 construction of the Hickory Creek Road and Bridge over Hickory Creek and Canadian Pacific Kansas City Railroad: providing for approval of special permit for a variance in the hours of operation during weekdays and weekends; and providing an effective date.
ASSIGNED ORDINANCE NO. 26-0670

B. ID 26-0596 Consider approval of a resolution of the City Council of the City of Denton, Texas adopting a sustainability plan entitled "Simply Sustainable Framework"; replacing the City's previously adopted sustainability plan; and providing an effective date. The Sustainability Framework Advisory Committee recommends approval (4-0).
ASSIGNED RESOLUTION NO. 26-0596

C. ID 26-0669 Consider adoption of an ordinance of the City of Denton authorizing the submission of an application to the U.S. Department of Transportation FY 2026 Safe Streets and Roads for All Grant Program funded by the Infrastructure Investment and Jobs Act (IIJA) in the amount of $9,600,000 and City's matching funds of $2,400,000 for road safety improvements and implementations in the City's Vision Zero Phase II Plan; and providing an effective date.
ASSIGNED ORDINANCE NO. 26-0669

D. ID 26-0767 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to accept on behalf of the City a reimbursement grant from the U.S. Department of Transportation Fiscal Year 2024 Safe Streets and Roads for All Program in the amount of $576,000 in federal funding which requires City matching funds in the amount of $144,000 to develop a comprehensive safety action plan; and providing an effective date.
ASSIGNED ORDINANCE NO. 26-0767

E. ID 26-0594 Consider approval of a resolution of the City of Denton amending Policy No. 10.00 "Ethics" to ensure the City establishes ethical expectations, promotes integrity, and provides guidelines to prevent an actual or perceived conflict of interest and misuse of City resources; Content unrelated to these core ethic philosophies originally held in Policy No. 10.00 Ethics are now delineated by the creation of Policy No. 10.01 "Gift, Meals, and Event Attendance", Policy No. 10.02 "Nepotism", Policy No. 10.03 "Secondary Employment"; and declaring an effective date.
ASSIGNED RESOLUTION NO. 26-0594

F. ID 26-0810 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a Fifth Amendment to an engagement between the City of Denton and Lloyd Gosselink Rochelle & Townsend, P.C., amending the engagement approved by the City Council on July 20, 2021, in the not-to-exceed amount of $550,000.00; amended by Amendments 1, 2, 3, and 4, approved by City Council; said Fifth Amendment to provide additional legal services for the City of Denton; providing for the expenditure of funds therefor; and providing an effective date (File 7762 - providing for an

additional Fifth Amendment expenditure amount not-to-exceed $200,000.00, with the total contract amount not-to-exceed $1,350,000.00).
ASSIGNED ORDINANCE NO. 26-0810

G. ID 26-0715 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute Change Order No. 4 to the contract between the City of Denton and Oscar Renda Contracting, Inc., for the construction and movement of public water/wastewater utilities in support of TxDOT's I-35 widening from the split to US-380 for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 7968-004 - Change Order No. 4 in the not-to-exceed amount of $2,722,204.25, for a total contract award aggregated to $20,038,587.25). The Public Utilities Board will consider this item on Monday, May 18, 2026.
ASSIGNED ORDINANCE NO. 26-0810

H. ID 26-0717 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 Halff Associates, Inc., for the development of a Pecan Creek Storm Water Master Plan update for the Drainage Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-016 - Professional Services Agreement for assessment services awarded to Halff Associates, Inc., in the not-to-exceed amount of $1,057,370.00). The Public Utilities Board will consider this item on Monday, May 18, 2026.
ASSIGNED ORDINANCE NO. 26-0717

I. ID 26-0721 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 Online Information Services, Inc., for fraud detection and credit risk assessment for the Customer Service Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 9001 - awarded to Online Information Services, Inc., in the five (5) year not-to-exceed amount of $320,000.00). The Public Utilities Board will consider this item on Monday, May 18, 2026.
ASSIGNED ORDINANCE NO. 26-0721

J. ID 26-0726 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a contract between the City of Denton and GTS Technology Solutions, Inc., amending the contract approved by City Council on November 15, 2022, in the not-to-exceed amount of $2,200,000.00; amended by Amendment 1 approved by the City Council; said second amendment to add the Department of Information Resources (DIR) Cooperative Purchasing Network Contract No. DIR-CPO-5721 for Information Technology (IT) staff augmentation services for the Technology Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8127 - providing for an amendment to the ordinance to add the Department of Information Resources (DIR) Cooperative Purchasing Network Contract No. DIR-CPO-5721).
ASSIGNED ORDINANCE NO. 26-0726

K. ID 26-0727 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 Groggy Dog Sportswear & Graphic Design, LLC, through The Interlocal Purchasing System (TIPS) Cooperative Program Contract No. 241202, for the purchase of athletic jerseys and award, athletic, and special event t-shirts for the Parks and Recreation and Fire Departments; providing for the expenditure of funds therefor; and providing an effective date (File 8892 - awarded to Groggy Dog Sportswear & Graphic Design, LLC, in the five (5) year not-to-exceed amount of $835,000.00).
ASSIGNED ORDINANCE NO.26-0727

L. ID 26-0728 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 Mega Promotions, Inc., for food and beverage concession stand operations at athletic complexes for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8964 - awarded to Mega Promotions, Inc., for a one (1) year term, with the option for four (4) additional one (1) year extensions, in the total five (5) year term).
ASSIGNED ORDINANCE NO.26-0728

M. ID 26-0729 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 Cubic ITS, Inc., for the Gridsmart Video Detection System for the Traffic Department to be stocked in the City of Denton Warehouse; providing for the expenditure of funds therefor; and providing an effective date (RFP 8993 - awarded to Cubic ITS, Inc., 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 $2,500,000.00).
ASSIGNED ORDINANCE NO. 26-0729

N. ID 26-0739 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying Change Order No. 1 to the contract between the City of Denton and 4X Construction Group, LLC, for the Cell 6 Construction Project for the Solid Waste and Recycling Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8907 - Change Order No. 1 in the not-to-exceed amount of $618,467.03, for a total contract award aggregated to $5,491,222.03). The Public Utilities Board will consider this item on Monday, May 18, 2026.
ASSIGNED ORDINANCE NO. 26-0739

O. ID 26-0746 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 BRCT LLC, dba Black Rock Construction, for the construction of the Baker Offsite Sewer Project with the geographical limits as follows: Masch Branch Road from Hampton Road to Jim Crystal Road for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8833 - awarded to BRCT LLC, dba Black Rock Construction, in the not-to-exceed amount of $2,719,616.55). The Public Utilities Board will consider this item on Monday, May 18, 2026.
ASSIGNED ORDINANCE NO. 26-0746

P. ID 26-0750 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 Kimley-Horn and Associates, Inc., for professional engineering services relating to the Woodrow Multimodal Improvements Project for the Capital Projects Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-017 - Professional Services Agreement for engineering services awarded to Kimley-Horn and Associates, Inc., in the not-to-exceed amount of $408,500.00).
ASSIGNED ORDINANCE NO. 26-0750

Q. ID 26-0752 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 Galls, LLC through the North Central Texas Council of Governments (NCTCOG), Contract No. 2021-073, for first responder uniforms, accessories, and alteration services for the Police and Fire Departments; providing the expenditure of funds therefor; and providing an effective date (File 9053 - awarded to Galls, 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 $2,250,000.00).
ASSIGNED ORDINANCE NO. 26-0752

R. ID 26-0795 Consider adoption of an ordinance of the City of Denton authorizing the city manager to enter into a development agreement between the City of Denton and TG Duchess Denton, LLC for the dedication of park land for a city park; authorizing the acceptance of land; and providing an effective date. The Parks, Recreation, and Beautification Board voted to recommend approval (5-0).
ASSIGNED ORDINANCE NO. 26-0795

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. A26-0001 Consider adoption of an ordinance of the City of Denton, Texas, regarding a Municipal Services Agreement, pursuant to Tex. Loc. Gov't. Code Sec. 43.0672, between the City of Denton and Coy Mark and Carolyn Rollins for the provision of city services to approximately 2.94 acres of land, generally located 1,671 feet east of Mayhill Road, north of Mills Road; approving a schedule of annexation; authorizing the City Manager to execute the agreement; and providing an effective date. (A26-0001, Rollins Annexation, Angie Manglaris)
ASSIGNED ORDINANCE NO. A26-0001

There were no online registrations or call-ins on the item.

The item was presented and no discussion followed.

Council Member McGee moved to adopt the item as presented. Motion seconded by Council Member Villarreal.

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr, and Council Members Villarreal. Stevens, Holland, McGee, and Jester
NAYS (0): None

B. A26-0001a Consider adoption of an ordinance of the City of Denton, Texas, regarding the issuance of a Service Plan, pursuant to Tex. Loc. Gov't. Code Sec. 43.056, for property owned by Coy Mark and Carolyn Rollins for the provision of city services to approximately 2.94 acres of land, generally located 1,671 feet east of Mayhill Road, north of Mills Road; authorizing the City Manager to execute the Plan; and providing an effective date. (A26-0001a, Rollins Annexation, Angie Manglaris)
ASSIGNED ORDINANCE NO. A26-0001a

There were no online registrations or call-ins on the item.

The item was presented and discussion followed.

Following discussion, Council Member McGee moved to adopt the item as presented. Motion seconded by Council Member Stevens.

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Villarreal. Stevens, Holland, McGee, and Jester
NAYS (0): None

6. PUBLIC HEARINGS

A. A26-0001b Hold a public hearing and consider a petition for voluntary annexation of approximately 2.940 acres of land, generally located 1,671 feet east of Mayhill Road and north of Mills Road, into the City of Denton, Denton County, Texas. (A26-0001b, Rollins Annexation, Angie Manglaris)

There were no online registrations or call-ins on the item.

The item was presented and discussion followed

The public hearing was opened and with no callers in the queue, the public hearing was closed.

No action was taken on this item as it was a public hearing only.

B. PD26-0001b Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas regarding a change in the zoning district and use classification from Residential 7 (R7) District to Overlay Planned Development (PD) District with a Mixed-Use Neighborhood (PD-MN) base zoning district on approximately 0.786 acres of land, generally located at the northwest corner of the intersection of Jagoe Street and Scripture Street in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning

map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted (5-0) to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner McDuff. (PD26-0001b, 1716 Scripture, Sean Jacobson)
ASSIGNED ORDINANCE NO. PD26-0001b

Council Member Jester had a conflict of interest and left the Council Chambers.

There were no online registrations or call-ins on the item.

The item was presented and discussion followed

The public hearing was opened and with no callers in the queue, the public hearing was closed.

Following discussion, Mayor Pro Tem Rumohr moved to adopt the item as presented. Motion seconded by Mayor Hudspeth.

Motion carried.

AYES (5): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Stevens, Holland, and McGee
NAYS (1): Council Member Villarreal
RECUSED (1): Council Member Jester

C. Z25-0017a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in zoning district and use classification from a Residential Rural (RR) district to a Suburban Corridor (SC) district on approximately 4.37 acres of land generally located on the south side of Hartlee Field Road, approximately 580 feet east of East Sherman Drive in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval of the request. Motion for approval by Commissioner Dyer and second by Commissioner Ketchersid. (Z25-0017a, Denton Striker, Ashley Ekstedt)
ASSIGNED ORDINANCE NO. Z25-0017a

There were no online registrations or call-ins on the item.

The item was presented and discussion followed

The public hearing was opened and with no callers in the queue, the public hearing was closed.

Following discussion, Mayor Hudspeth moved to adopt the item as presented. Motion seconded by Council Member Villarreal.

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Villarreal. Stevens, Holland, McGee, and Jester
NAYS (0): None

D. Z26-0004a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in zoning district and use classification from a Residential Rural (RR) district to a Residential 1 (R1) district on approximately 3.3 acres of land generally located on the north side of Chinn Road, approximately 1,180 feet east of Ganzer Road in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval of the request. Motion for approval by Commissioner Dyer and second by Commissioner McDuff. (Z26-0004a, Chinn Rezoning, Ashley Ekstedt)
ASSIGNED ORDINANCE NO. Z26-0004a

There were no online registrations or call-ins on the item.

The item was presented and discussion followed

The public hearing was opened and with no callers in the queue, the public hearing was closed.

Following discussion, Council Member Villarreal moved to adopt the item as presented. Motion seconded by Council Member Stevens.

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Villarreal. Stevens, Holland, McGee, and Jester
NAYS (0): None

7. ITEMS FOR INDIVIDUAL CONSIDERATION (continued)

A. A26-0001c Conduct the first of two readings of an ordinance of the City of Denton, Texas annexing approximately 2.94 acres of land, generally located 1,671 feet east of Mayhill Road, and north of Mills Road, into the City of Denton, Denton County, Texas; providing for a correction to the City map to include the annexed land; and providing for a savings clause and an effective date. (A26-0001c, Rollins Annexation, Angie Manglaris)

This was the first of two readings.

There were no online registrations or call-ins on the item.

The item was presented and discussion followed.

No citizen comments were received.

No action was taken as this item was the first of two readings.

B. ID 26-0751 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 Steele & Freeman, Inc., for construction phase services of the Linda McNatt Animal Care and Adoption Center Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8558 - awarded to Steele & Freeman, Inc., including the Guaranteed Maximum Price in the not to-exceed amount of $17,546,956.00).
ASSIGNED ORDINANCE NO. 26-0751

There were no online registrations or call-ins on the item.

The item was presented and discussion followed.

No citizen comments were received.

Following discussion, Council Member Jester moved to adopt the item as presented. Motion seconded by Council Member Holland.

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Villarreal. Stevens, Holland, McGee, and Jester
NAYS (0): None

C. ID 26-0692 Consider adoption of an ordinance of the City of Denton temporarily amending Chapter 25 streets, sidewalks and public places, Article V, Special Events, adding Division 6: neighborhood block parties sections 25-252 through 25-256, to create a one-year pilot program to establish application and permitting processes for implementation of a streamlined process for neighborhood block parties commencing June 1, 2026, and expiring June 1, 2027; providing a savings clause; providing a severability clause; providing codification; and providing an effective date. The Parks, Recreation, and Beautification Board recommends adoption (5-0).
ASSIGNED ORDINANCE NO. 26-0692

There were no online registrations or call-ins on the item.

The item was presented and discussion followed.

No citizen comments were received.

Following discussion, Mayor Pro Tem Rumohr moved to adopt the item as presented. Motion seconded by Council Member Villarreal.

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Villarreal. Stevens, Holland, McGee, and Jester
NAYS (0): None

D. ID 26-0632 Consider adoption of an ordinance of the City of Denton, Texas, adopting the City of Denton Vision Zero Action Plan, providing a severability clause, and providing an effective date.
ASSIGNED ORDINANCE NO. 26-0632

All members of the City Council received the comments as submitted and had the opportunity to review all submissions prior to the start of the meeting and consider such comments when voting on the item. The summary of public commentary/registrations are noted on Exhibit A. OR There were no online registrations or call-ins on the item.

The item was presented and discussion followed.

No citizen comments were received.

Following discussion, Mayor Pro Tem Rumohr moved to adopt the item as presented. Motion seconded by Council Member Jester.

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Villarreal, Stevens, Holland, McGee, and Jester
NAYS (0): None

8. CONCLUDING ITEMS

Council Members expressed items of interest.

With no further business, the meeting was adjourned at 8:16 p.m.

_____	_____
GERARD HUDSPETH	KRISTI FOGLE
MAYOR	INTERIM CITY SECRETARY
CITY OF DENTON, TEXAS	CITY OF DENTON, TEXAS

MINUTES APPROVED ON: _____

CITY OF DENTON CITY COUNCIL MINUTES
June 2, 2026

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Work Session on Tuesday, June 2, 2026, at 2:00 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Pro Tem Suzi Rumohr, Council Members Joe Holland, Jill Jester, Nick Stevens, and Jordan E. Villarreal.

ABSENT: Mayor Gerard Hudspeth, Brandon Chase McGee

Also present were Interim City Manager Cassey Ogden and City Attorney Mack Reinwand.

The posted agenda noted the registration process for public participation at this meeting. However, there were no online registrations or call ins on any items on the agenda.

WORK SESSION

1. Citizen Comments on Consent Agenda Items
None

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

• Clarification: None
o None

• Pulled For Individual Consideration:
o Council Member Holland: Item 26-0840, 26-0880, 26-0882

• Pulled From Agenda - no vote:
o Mayor Pro Tem: Item 25-0531 and 26-0820

3. Work Session Reports

A. ID 26-0825 Receive a report, hold a discussion, and give staff direction regarding the Regional Transportation Council's role as the policy-making body of the Metropolitan Planning Organization and relationship with the North Central Texas Council of Governments. [Estimated Presentation/Discussion Time: 1 hour]

The item was presented and discussion followed.

Following discussion, there was no direction provided as the item was for presentation/discussion purposes.

B. ID 26-0777 Receive a report, hold a discussion, and give staff direction regarding homelessness initiatives. [Estimated Presentation/Discussion Time: 1 hour]

The item was presented and discussion followed. The Mayor Pro Tem invited the following community partners to provide an update: Gary Henderson, United Way and Wendy McGee, Our Daily Bread

Following discussion, there was no direction provided as the item was for presentation/discussion purposes.

C. ID 26-0624 Receive a report, hold a discussion, and give staff direction on pending City Council requests for:
1) AI Data Facility Application Process
2) Denton Firemen's Relief and Retirement Fund
[Estimated Presentation/Discussion Time: 30 minutes]

ID 26-0624 1) AI Data Facility Application Process
o Consensus for an Informal Staff Report (ISR).

2) Denton Firemen's Relief and Retirement Fund
o Consensus for an Informal Staff Report (ISR).

The work session ended at 3:29 p.m.

CLOSED MEETING

1. The City Council convened into a Closed Meeting at 3:29 p.m. consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law, as follows:

A. ID 26-0839 Consultation with Attorneys - Under Texas Government Code Section 551.071. Consult with the City's attorneys on the legal status, strategy and options for resolution of litigation in Cause No. 22-8751-431 styled Jesus Manuel Rodriguez-Rivera v. City of Denton pending in the 431st Judicial District Court, Denton County, Texas; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation. This agenda item is related to Consent Agenda item ID 26-0840 and will be a placeholder if Council members have questions requiring confidential discussion as allowed by law.
DELIBERATED

The item related to Consent Agenda Item 3.L 26-0840 scheduled for consideration at the Regular Meeting to follow.

Council Member McGee arrived.

B. ID 26-0879 Consultation with Attorneys - Under Texas Government Code Section 551.071. Consult with the City's attorneys on the legal status, strategy and options for resolution of litigation in Cause No. 25-8435-431 styled "Breanna Leann Nix, Individually and as Next Friend to E.N., a Minor v. City of Denton" pending in the 431st District Court, Denton County, Texas; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation. This agenda item is related to Consent Agenda item ID 26-0880 and will be a placeholder if Council members have questions requiring confidential discussion as allowed by law.
DELIBERATED

The item related to Consent Agenda Item 3.M 26-0880 scheduled for consideration at the Regular Meeting to follow.

C. ID 26-0881 Consultation with Attorneys - Under Texas Government Code Section 551.071. Consult with the City's attorneys on the legal status, strategy and options for resolution of litigation in Cause No. 26-4524-367 styled "State Farm Mutual Automobile Insurance Company as Subrogee of Flow Electric, LLC v. City of Denton" pending in the 367th Judicial District Court, Denton County, Texas; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation. This agenda item is related to Consent Agenda item ID 26-0882 and will be a placeholder if Council members have questions requiring confidential discussion as allowed by law.
DELIBERATED

The item related to Consent Agenda Item 3.N 26-0882 scheduled for consideration at the Regular Meeting to follow.

The closed meeting started at 3:29 p.m. and ended at 3:57 p.m. No votes or actions were taken during the closed meeting.

REGULAR MEETING

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Regular Meeting on Tuesday, June 2, 2026, at 6:30 p.m. in the Council Chambers at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Pro Tem Suzi Rumohr, Council Members Joe Holland, Jill Jester, Brandon Chase McGee, Nick Stevens, and Jordan E. Villarreal.

ABSENT: Mayor Gerard Hudspeth

Also present were Interim City Manager Cassey Ogden and City Attorney Mack Reinwand.

1. PLEDGE OF ALLEGIANCE

A. U.S. Flag
B. Texas Flag

2. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

1) Scheduled Citizen Reports from Members of the Public.

A. ID 26-0872 Prudence Sanchez regarding SED district overlay and mowing lane.
NOT PRESENTED

B. ID 26-0873 Alfredo Sanchez regarding SED district overlay and mowing lane.
NOT PRESENTED

2) Additional Citizen Reports (Open Microphone)
None

3. CONSENT AGENDA

The Consent Agenda consisted of Items 3. (A-E, H-O). During the Work Session held earlier in the day, Items 25-1531 and 26-0820 were pulled from consideration.

Items 3.L (26-0840), 3.M (26-0880), 3.N (26-0882) pulled for Individual Consideration during the Work Session by Council Member Holland were added back to the consent agenda prior to the Regular Meeting.

Council Member Villarreal moved to adopt the Consent Agenda except for Items 25-1531 and 26-0820. Motion seconded by Council Member Stevens.

Motion carried

YES (6): Mayor Pro Tem Rumohr and Council Members Holland, Jester, McGee, Stevens, and Villarreal
NAYS (0): None
ABSENT (1): Mayor Hudspeth

A. ID 26-0039 Consider approval of the minutes of the April 21 and May 5, 2026 Regular Meetings, and the May 12, 2026 Special Called Canvassing Meeting.
APPROVED

B. ID 26-0866 Consider a nomination/appointment to the City of Denton Community Services Advisory Committee.
APPROVED
APPOINTMENTS LISTED ON EXHIBIT A

C. ID 26-0867 Consider a nomination/appointment to the City of Denton Parks, Recreation & Beautification Board.
APPROVED
APPOINTMENTS LISTED ON EXHIBIT A

D. ID 26-0877 Consider a nomination/appointment to the City of Denton Committee on Persons with Disabilities.
APPROVED
APPOINTMENTS LISTED ON EXHIBIT A

E. ID 26-0782 Consider adoption of an ordinance providing for acceptance of eligible 212.172 non-annexation agreement(s) for properties that do not have an agricultural, wildlife management or timberland ad valorem tax exemption within an area of land adjacent to and abutting the existing city limits of the City of Denton, Texas, generally identified as part of DH-12, consisting of approximately 12.57 acres of land, generally located on the north side of Mills Road, approximately 2,018 feet east of North Mayhill Road; providing for severability; and providing an effective date. (ID 26-0782, Buckley)
ASSIGNED ORDINANCE NO. 26-0782

F. ID 25-1531 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City of Denton and Denton Affordable Housing Corporation to provide HOME Investment Partnership Program funds for the new construction of three (3) homebuyer units located at 418 Robertson St., Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $424,878.41; and providing an effective date.
NOT CONSIDERED

G. ID 26-0820 Consider adoption of an ordinance of the City of Denton, authorizing the City Manager to execute a funding agreement between the City of Denton and the Denton Affordable Housing Corporation for operating expenses; authorizing the expenditure of HOME Investment Partnership funds not to exceed $46,711.59 and providing an effective date.
NOT CONSIDERED

H. ID 26-0821 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to approve a pre-qualified professional services list for traffic and transportation related services for various transportation services, traffic engineering and planning, traffic signal, intelligent transportation systems, roadway design, illumination, and capital improvement projects within the City of Denton for the Traffic Department; and providing an effective date (RFQ 8962 - for a two (2) year, with the option for one (1) additional one (1) year extension, in the total three (3) year term).
ASSIGNED ORDINANCE NO. 26-0821

I. ID 26-0822 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to approve a pre-qualified professional services list for project management services for various vertical construction projects within the City of Denton for the Capital Projects Department; and providing an effective date (RFQ 9002 - for one (1) year, with the option for two (2) additional one (1) year extensions, in the total three (3) year term).
ASSIGNED ORDINANCE NO. 26-0822

J. ID 26-0871 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 Hilltop Securities Asset Management, LLC, for investment advisory services for the City through the Finance Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 9020 - awarded to Hilltop Securities Asset Management, LLC, for two (2) years, with the option for one (1) additional two (2) year extension, in the total four (4) year not-to-exceed amount of $300,000.00).
ASSIGNED ORDINANCE NO. 26-0871

K. ID 26-0451 Consider adoption of an ordinance of the City of Denton establishing classifications and positions in the Denton Fire Department; creating and eliminating certain positions; repealing Ordinance No. 25-047 relating to establishing the classifications and prescribing the number of positions in each classification for the Denton Fire Department; providing repealer, cumulative, and severability clauses; and declaring an effective date.
ASSIGNED ORDINANCE NO. 26-0451

L. ID 26-0840 Consider adoption of an ordinance of the City of Denton approving a Settlement Agreement and Release implementing the terms of the settlement in litigation styled "Jesus Manuel Rodriguez-Rivera v. City of Denton" Cause No. 22-8751-431 pending in the 431st Judicial District Court, Denton County, Texas; and directing the City Manager or designee and the City's attorneys to effectuate as necessary and appropriate the terms of a Settlement Agreement and Release to effectuate this approval; and declaring an effective date.
ASSIGNED ORDINANCE NO. 26-0840

M. ID 26-0880 Consider adoption of an ordinance of the City of Denton approving a Settlement Agreement and Release implementing the terms of the settlement in litigation styled "Breanna Leann Nix, Individually and as Next Friend to E.N., a Minor v. City of Denton" Cause No. 25-8435-431 pending in the 431st Judicial District Court, Denton County, Texas; and directing the City Manager or designee and the City's attorneys to effectuate as necessary and appropriate the terms of a Settlement Agreement and Release to effectuate this approval; and declaring an effective date.
ASSIGNED ORDINANCE NO. 26-0880

N. ID 26-0882 Consider adoption of an ordinance of the City of Denton approving a Settlement Agreement and Release implementing the terms of the settlement in litigation styled "State Farm Mutual Automobile Insurance Company as Subrogee of Flow Electric, LLC v. City of Denton" Cause No. 26-4524-367 pending in the 367th Judicial District Court, Denton County, Texas; and directing the City Manager or designee and the City's attorneys to

effectuate as necessary and appropriate the terms of a Settlement Agreement and Release to effectuate this approval; and declaring an effective date.
ASSIGNED ORDINANCE NO. 26-0882

O. ID 26-0806 Consider adoption of an ordinance of the City of Denton granting the Denton Noon Kiwanis Club a noise exception with respect to sound levels and hours of operation for the Independence Day Celebration and Fireworks Show to be held on Saturday, July 4, 2026, from 6:00 p.m. to 10:30 p.m. at the North Texas Fairgrounds; and providing an effective date.
ASSIGNED ORDINANCE NO. 26-0806

4. PUBLIC HEARINGS

A. S25-0008a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas regarding a request for a Specific Use Permit (SUP) to allow for a Monopole Tower over 85 feet use on approximately 0.048 acres of land, approximately located on the western corner of North Elm Street and Riney Road and legally described as Lot 3, Block 2 North Elm Street Addition in the City of Denton, Denton County, Texas; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing for a severability clause and an effective date. The Planning and Zoning Commission voted (5-0) to recommend approval. Motion for approval by Commissioner Ketchersid and second by Commissioner McDuff. (S25-0008a, APC Towers - Bonnie Brae, Matt Bodine)
ASSIGNED ORDINANCE NO. S25-0008a

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

The public hearing was opened and with no callers in the queue, the public hearing was closed.

Following discussion, Council Member Villarreal moved to adopt the item as presented. Motion seconded by Council Member Jester.

Motion carried.

YES (6): Mayor Pro Tem Rumohr and Council Members Holland, Jester, McGee, Stevens, and Villarreal
NAYS (0): None
ABSENT (1): Mayor Hudspeth

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ID 26-0533 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 Alderink Enterprises, Inc. dba CI Pavement, Diamond M Construction & Land Services LLC, and Solid Foundations Concrete LLC, for construction services for parking lot repair,

reconstruction, and maintenance at City facilities for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8983 - awarded to Alderink Enterprises, Inc. dba CI Pavement, Diamond M Construction & Land Services LLC, and Solid Foundations Concrete LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $17,808,000.00). The Public Utilities Board recommends approval (6 - 0).
ASSIGNED ORDINANCE NO. 26-0533

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

Following discussion, Council Member McGee moved to adopt the item as presented. Motion seconded by Council Member Villarreal.

Motion carried

YES (6): Mayor Pro Tem Rumohr and Council Members Holland, Jester, McGee, Stevens, and Villarreal
NAYS (0): None
ABSENT (1): Mayor Hudspeth

B. S26-0002 Consider adoption of an ordinance of the City of Denton extending the approval period for a Specific Use Permit for a multifamily use originally approved via Ordinance S23-0001a for approximately 2.4 acres of land, generally located on the south side of North Elm Street, approximately 560 feet east of Riney Road in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing for severability and an effective date. (S26-0002, 3301 N Elm Multifamily, Ashley Ekstedt)
ASSIGNED ORDINANCE NO. S26-0002

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

Following discussion, Council Member McGee moved to adopt the item as presented. Motion seconded by Council Member Jester.

Motion carried.

YES (5): Mayor Pro Tem Rumohr and Council Members Holland, Jester, McGee, and Stevens
NAYS (1): Council Member Villarreal
ABSENT (1): Mayor Hudspeth

6. CONCLUDING ITEMS

Council Members expressed items of interest.

With no further business, the meeting was adjourned at 7:00 p.m.

_____	_____
GERARD HUDSPETH	KRISTI FOGLE
MAYOR	INTERIM CITY SECRETARY
CITY OF DENTON, TEXAS	CITY OF DENTON, TEXAS

MINUTES APPROVED ON: _____

BOARDS & COMMISSIONS - APPOINTMENTS
June 2, 2026 (EXHIBIT A)

BOARD/COMMITTEE/COMMISSION	COUNCIL PLACE	NOMINATED BY CCM	APPOINTED	TERM INFO	TERM DATES	STATUS; SPECIFIC REQUIREMENT/ QUALIFICATION IF ANY
Committee on Persons with Disabilities	2	Stevens	Mary Kuhfeldt	NEW	Unexpired term Sept 1, 2024 - Aug 31, 2026	N/A
Community Services Advisory Committee	6	Jester	Tracey Long	Reappointed to a 2nd term	Unexpired term Sept 1, 2024 - Aug 31, 2026	N/A
Parks, Recreation & Beautification Board	6	Jester	Rob Seay	New	Unexpired term Sept 1, 2025 - Aug 31, 2027	N/A

CITY OF DENTON CITY COUNCIL MINUTES
June 5, 2026

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Special Called Closed Session on Friday, June 5, 2026, at 8:02 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Pro Tem Suzi Rumohr, Council Members Joe Holland, Jill Jester, Nick Stevens, and Jordan E. Villarreal.

ABSENT: Brandon Chase McGee

VIRTUAL: Mayor Gerard Hudspeth

Also present were Interim City Manager Cassey Ogden and City Attorney Mack Reinwand.

CLOSED MEETING

1. The City Council convened into a Closed Meeting at 8:02 a.m. consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law, as follows:

   A. ID 26-0937 Consultation with Attorneys - Under Texas Government Code Section 551.071. Consult with the City's attorneys on the legal status, strategy and options for resolution of litigation in Cause No. 26-5622-442 styled "State of Texas v. City of Denton, et. al" pending in District Court, Denton County, Texas; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation.
   DELIBERATED

2. CONCLUDING ITEMS

Mayor Pro Tem Rumohr provided direction on behalf of the Council to proceed with the Rule 11 agreement.

With no further business, the meeting was adjourned at 8:41 a.m.

GERARD HUDSPETH	KRISTI FOGLE
MAYOR	INTERIM CITY SECRETARY
CITY OF DENTON, TEXAS	CITY OF DENTON, TEXAS

MINUTES APPROVED ON: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

ICM: Cassey Ogden

DATE: June 16, 2026

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

BACKGROUND
This item provides for the appointment or reappointment of a member to a City 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 Chris Grieshaber was received from Council Member Stevens (District 2) for a vacancy on the Health & Building Standards Commission. The vacancy is for a term commencing July 1, 2026 and ending June 30, 2028.

EXHIBIT
Exhibit 1 – Agenda Information Sheet

Respectfully submitted:
Kristi Fogle
Interim City Secretary

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: June 16, 2026

SUBJECT

Consider adoption of an ordinance by the City of Denton authorizing the City Manager, or designee, to execute an Advance Funding Agreement for funding under the North Central Texas Council of Governments' Surface Transportation Block Grant Program, providing financial assistance of 80% of the estimated construction costs for the City's Western Blvd. (US 380/University Drive to Jim Christal Road) Project; CSJ 0918-46-358, through the Texas Department of Transportation (TxDOT).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure, Safety and Mobility

INFORMATION/BACKGROUND

The City of Denton, in coordination with the North Central Texas Council of Governments (NCTCOG), identified two project locations as priority candidates for infrastructure improvements based on historical mobility and safety needs within the city. In September 2024, the City submitted these projects for consideration to the NCTCOG Surface Transportation Block Grant (STBG) program and was subsequently awarded construction funding in August 2025.

The proposed project on Western Boulevard includes the addition of a new travel lane, to create a fully built-out, four-lane roadway with medians, a sidepath, and other safety-focused facilities from US 380 to Jim Christal Road, with a construction cost estimate of $5,963,284.00.

Through the NCTCOG STBG program, 80% of the construction costs, estimated at $4,768,000.00, will be reimbursable. The City's required 20% match of construction costs, estimated at $1,192,000.00 and any change orders and cost overruns, will be funded from the Transportation Engineering - Road Safety Funds. The Advanced Funding Agreement (AFA) also provides an estimated State contribution of $3,284.00, this is the value of the States' indirect costs related to staff time reviewing plan submittals and ensuring compliance with STBG program requirements.

In April 2025, TxDOT released new AFA guidelines requesting Ordinance/Resolutions no longer describe specific AFA costs within the body of said Ordinance/Resolution; instead listing only State and Local Government (LG) obligated percentages and the City's source of funding.

Staff met with TxDOT staff to gain a better understanding and justification for this change. TxDOT stated recent federal audits revealed that when the indirect state costs percentages are updated each September, it can change the State's staff time percentage and impact the overall estimated project cost. The change to the indirect state costs percentage reflected in the AFA cost estimated table, can require subsequential council authorization to update Ordinances/Resolutions that detail within the body specific costs and/or not to exceed amounts. To prevent this, the State has requested detailed costs not be included within Ordinance/Resolutions associated with AFA's.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 3, 2026, City Council approved RFQ 8377-012 with HDR, Inc for the design of Western Boulevard.

RECOMMENDATION

Staff recommends approval of the Ordinance.

ESTIMATED SCHEDULE OF PROJECT

The Western Boulevard project is currently in design, with an anticipated advertising date of December 2026.

FISCAL INFORMATION

As this agreement is a reimbursable agreement; qualifying expenses are submitted to TxDOT, and upon receipt of funds from TxDOT, funds are deposited to Other Government Project Funding account associated with the project. City contribution funding will come from account number 350582402 and any available roadway impact fees collected in the service area if additional funding is necessary.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance & Advanced Funding Agreement

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this agreement, contact: Kristine Stewart at 940-349-8537.

Legal point of contact: Trerod Hall at 940-349-8336.

ORDINANCE NO: 26-

AN ORDINANCE BY THE CITY OF DENTON AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AN ADVANCE FUNDING AGREEMENT FOR FUNDING UNDER THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' SURFACE TRANSPORTATION BLOCK GRANT PROGRAM, PROVIDING FINANCIAL ASSISTANCE OF 80% OF THE ESTIMATED CONSTRUCTION COSTS FOR THE CITY'S WESTERN BLVD. (US 380/UNIVERSITY DRIVE TO JIM CHRISTAL ROAD) PROJECT; CSJ 0918-46-358, THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT).

WHEREAS, the NCTCOG issued a Call for Projects on October 25, 2024, for public-sector agencies to apply for funding assistance through the Surface Transportation Block Grant (STBG; and

WHEREAS, under TxDOT's Minute Order 116752 and CSJ 0918-46-358, on June 12, 2025, the Regional Transportation Commission authorized Western Boulevard (US 380 to Jim Christal Road) Project (the "Project) to receive STBG funds for project construction and TxDOT oversight; and

WHEREAS, the STBG funds require a local match or Transportation Development Credits, if eligible; and

WHEREAS, the 80% federal funds reimbursement and 20% city participation are based on the estimated construction costs, with the city being responsible for 100% of the project overruns and change orders, if any. The city's local match will be funded by Transportation Engineering - Road Safety Funds; and

WHEREAS, the TxDOT shall review and provide oversight of the design and environmental documents and construction responsibilities critical to the success of the Project. NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HERE BY ORDAINS:

SECTION 1. The recitations in the preamble of this ordinance are incorporated herein by reference as a true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager of the City of Denton, or designee, is hereby authorized to execute on behalf of the City, this AFA for funding under the NCTCOG's STBG.

SECTION 3. The City Manager is further authorized to carry out all duties and agreements to be performed by the City under the AFA, including but not limited to the expenditure of funds.

SECTION 4. The City Of Denton is willing and able to enter into an agreement with TxDOT, and to commit to its development, implementation, construction, maintenance, management, and financing, and shall comply with the requirements of the grant.

SECTION 5. This ordinance is effective immediately upon its passage.

The motion to approve this ordinance was made by _____and seconded by _____. The ordinance was passed and approved by the following vote [-]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-46-358	AFA ID	Z00012327		CFDA No.	20.205
AFA CSJs	0918-46-358				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	11400			
Project Name	On Western Blvd to US 380				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant (STBG)
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Denton**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Widen Road – Add Lanes.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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TxDOT:					Federal Highway Administration:	
CCSJ #	0918-46-358	AFA ID	Z00012327		CFDA No.	20.205
AFA CSJs	0918-46-358				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	11400			
Project Name	On Western Blvd to US 380				*AFA Not Used For Research & Development*	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of reconstruction and widening from 3 lanes to 4 lanes including shared use paths on Western Boulevard from Jim Christal Road to US 380 in the City of Denton as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of

qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local

Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance

approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to

the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Denton ATTN: City Manager 401 N. Elm Street Denton, TX 76201	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.

B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-46-358	AFA ID	Z00012327		CFDA No.	20.205
AFA CSJs	0918-46-358				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	11400			
Project Name		On Western Blvd to US 380			*AFA Not Used For Research & Development*	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

Draft

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-46-358	AFA ID	Z00012327		CFDA No.	20.205
AFA CSJs	0918-46-358				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	11400			
Project Name		On Western Blvd to US 380			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



Draft

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-46-358	AFA ID	Z00012327		CFDA No.	20.205
AFA CSJs	0918-46-358				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	11400			
Project Name	On Western Blvd to US 380				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Project Budget							
Description	**Total Estimated Cost**	**Federal Participation**		**State Participation**		**Local Participation**	
		%	Cost	**%**	Cost		Cost
Environmental (by Local Government)	$92,550	80%	$74,040	0%	$0	20%	$18,510
Engineering (by Local Government)	$377,650	80%	$302,120	0%	$0	20%	$75,530
Construction (by Local Government)	$5,430,200	80%	$4,344,160	0%	$0	20%	$1,086,040
Subtotal	**$5,900,400**		**$4,720,320**		**$0**		**$1,180,080**
Environmental Direct State Costs	$7,450	80%	$5,960	0%	$0	20%	$1,490
Engineering Direct State Costs	$7,450	80%	$5,960	0%	$0	20%	$1,490
Right of Way Direct State Costs	$7,450	80%	$5,960	0%	$0	20%	$1,490
Utility Direct State Costs	$7,450	80%	$5,960	0%	$0	20%	$1,490
Construction Direct State Costs	$29,800	80%	$23,840	0%	$0	20%	$5,960
Subtotal	**$59,600**		**$47,680**		**$0**		**$11,920**
Indirect State Cost – 5.51%	**$3,284**	0%	**$0**	100%	**$3,284**	**0%**	**$0**
TOTAL	**$5,963,284**		**$4,768,000**		**$3,284**		**$1,192,000**

Initial payment by the Local Government to the State: $5,960

Payment by the Local Government to the State before construction: $5,960

Estimated total payment by the Local Government to the State: $11,920

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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TxDOT:					Federal Highway Administration:	
CCSJ #	0918-46-358	AFA ID	Z00012327		CFDA No.	20.205
AFA CSJs	0918-46-358				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	11400			
Project Name		On Western Blvd to US 380			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

Draft

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: June 16, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas Home-Rule Municipal Corporation, authorizing the City Manager, or their Designee, to execute an Amended and Restated Water and Wastewater Utilities Oversize Cost Participation Agreement with Meritage Homes of Texas, LLC, for the design and construction of a 30" wastewater main, 1.9 MGD lift station, wastewater force main, gravity wastewater main, and 12" potable water main; providing for the expenditure of funds therefore; and providing an effective date (Meritage Homes of Texas, LLC, in the amount not-to-exceed $8,988,869.36). The Public Utilities Board approves (5-0).

BACKGROUND

The original Agreement dated 5 March 2024, states that the Developer agrees to design, construct and install required facilities and fund Eight Million Seven Hundred Thirty-Three Thousand Two Hundred One and 28/100 Dollars ($8,733,201.28) of the construction and install the Required Facilities. The City agreed to make payments to Developer for all Oversizing Costs in an amount not to exceed Seven Million Five Hundred Fifty-Three Thousand Three Hundred Twenty-Seven and 43/100 Dollars ($7,553,327.43), or 86.5% of the total estimated costs to design, construct and install the Required Facilities. The Required Facilities were required to be completed by the Developer; reviewed and inspected by the City; and approved and accepted by the City.

This Amendment retains the construction, City review, and City inspection components of the original agreement and is intended to capture and cover the final completed design and costs associated with the entire project. The original agreement was based off an incomplete design of the facilities and a Preliminary Opinion of Cost which did not include any geotechnical testing or reports. This Amendment provides a completed design of all facilities to include geotechnical testing and reports, updated scope of work for each facility, and the actual and contractual cost of the Required Facilities and Oversized Facilities. The amendment increases the City's contribution by $1,435,541.93; majority of the cost changes are associated with the Lake Ranch Interceptor but includes changes to the other facilities. The Lake Ranch Interceptor project includes the construction of a siphon box. During excavation and constructability reviews, existing subsurface soil conditions were found to be unsuitable for the originally designed installation method due to stability concerns. As a result, the design was revised, and the planned dry auger bore installation was changed to Horizontal Directional Drilling (HDD). This modification was necessary to mitigate geotechnical risks, maintain structural integrity, and ensure the safe and successful installation of the interceptor infrastructure. This agreement will assist the City in its

efforts to ensure the provision of water and wastewater services to the growing developments in the area.

RECOMMENDATION

Staff recommends approval of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On March 5, 2024, City Council approved the Oversized Participation Agreement with Allied Development, LLC. (Ordinance 24-0001).

ESTIMATED SCHEDULE OF PROJECT

The Developer is anticipating it to be completed in Q1 2027.

FISCAL INFORMATION

The City's financial obligation of $8,988,869.36 is funded from accounts 640548545.1360.401000 and 630600523.1360.401000.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Utilities Oversize Cost Participation Agreement
Exhibit 3 – Ordinance

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this acquisition, contact: Shawn Messick, 940-349-8390.

Legal point of contact: Susan Keller at 940-349-8132.

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

AMENDED AND RESTATED
WATER & WASTEWATER UTILITIES OVERSIZE COST PARTICIPATION AGREEMENT BETWEEN THE CITY OF DENTON AND DEVELOPER FOR THE DESIGN AND INSTALLATION OF 30" WASTEWATER MAIN, 1.9 MGD LIFT STATION, WASTEWATER FORCE MAIN, GRAVITY WASTEWATER MAIN, AND 12" POTABLE WATER MAIN

This Amended and Restated Water and Wastewater Utilities Oversize Cost Participation Agreement (this "**Agreement**") is made and entered into this 16th day of June, 2026 (the "**Effective Date**") by and between the City of Denton, a Texas Home-Rule Municipal Corporation (hereinafter referred to as the "**City**"), and Meritage Homes of Texas, LLC, an Arizona limited liability company ("**Developer**") (each individually, a "Party," and collectively, the "Parties").

RECITALS:

WHEREAS, on March 5, 2024 (the "Original Agreement Date"), the City and Allied Development, LLC, a Texas limited liability company, entered into a Water and Wastewater Utilities Oversize Cost Participation Agreement (the "Original Agreement"); and

WHEREAS, Allied Development, LLC, assigned its rights, obligations, and interest in the Original Agreement to the Developer in that certain Assignment of Water and Wastewater Utilities Oversize Cost Participation Agreement dated of March 21, 2024 and

WHEREAS, the Parties desire to amend certain provisions of the Original Agreement and desire to restate such Original Agreement in its entirety, except as specifically provided for herein, such that the terms and provisions of this Agreement shall apply to the development of the Property (hereinafter defined); and

WHEREAS, Developer is the owner of certain real property for development located in the City of Denton, Texas and being described on **Exhibit A**, attached hereto and made a part hereof for all purposes (the "**Property**"); and

WHEREAS, Developer is in the process of developing and improving the Property and in connection with the same, must design, construct and install adequate water and wastewater facilities to service the Property (the "**Required Facilities**"); and

WHEREAS, the City, in accordance with its ordinances, wishes for Developer to oversize the Required Facilities, and City wishes to participate in the cost of designing, constructing and installing said Required Facilities to provide for oversized water and wastewater facilities to expand its utility system and ensure adequate utility service to other customers, as shown on **Exhibit B-1**, attached hereto and incorporated herein by reference (the "**Oversized Facilities**"); and

WHEREAS, the size, capacity, and scope of the Required Facilities and Oversized Facilities have been determined based on final design, and the costs reflected in **Exhibit C-1** represent actual, final costs for Phase 1 and awarded contractual amounts for Phase 2; and

WHEREAS, the City and Developer desire to enter into this Agreement under Subchapter C, Section 212 of the Texas Local Government Code, to provide for oversizing of improvements required to increase the capacity of improvements in anticipation of future development in the area; and

WHEREAS, the City and Developer desire to set forth, in writing, their understandings and agreement regarding the design, construction, and installation of the Required Facilities as more fully set forth herein; and

WHEREAS, the Phase 1 facilities described in **Exhibit D-1** have been fully designed, constructed, bid in accordance with applicable law, and inspected; and

WHERAS, portions of the Phase 1 facilities described in **Exhibit D-1** have been completed and formally accepted by the City; and

WHEREAS, the actual costs of Phase 1 facilities in **Exhibit D-1** are now known and reflected in revised **Exhibit C-1** attached hereto; and

WHEREAS, the Phase 2 facilities have been competitively bid and awarded, and the costs reflected in **Exhibit C-1** represent current contractual amounts rather than preliminary estimates, but do not include any change order costs that may be approved in the future; and

WHEREAS, this Agreement amends and restates the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Developer and the City do hereby AGREE as follows:

1. Term. This Agreement becomes effective upon the Effective Date and shall remain in effect until the Required Facilities are completed, have been accepted by the City, and the City has reimbursed the Developer for the portion of the costs for the Required Facilities attributable to oversizing in accordance with the terms hereof, unless earlier terminated in a writing that is signed by both the City and Developer. The Parties acknowledge that construction of the Oversized Facilities commenced within one year of the date of the Original Agreement, as set forth in and required by the Original Agreement.

2. Scope of Work

Developer shall design, install, and construct the Oversized Facilities.

3. City and Developer Rights and Responsibilities.

A. Developer agrees that City will cost participate only for City's proportionate share of the Oversized Facilities, and in accordance with Section 212.072 of the Texas Local Government Code, the City will reimburse Developer in an overall

total amount not to exceed $8,988,869.36, or one hundred percent (100%) of the total cost for any oversizing of the Required Facilities, whichever is less.

B. The Developer shall execute a performance bond for the construction of the improvements in the not-to-exceed amount of $8,988,869.36, to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code. The performance bond shall be maintained by the Developer until the completion of the Required Facilities and Oversized Facilities. Upon completion and acceptance of the Required Facilities and Oversized Facilities, Developer shall cause General Contractor to provide a two-year maintenance bond in the amount of the total cost of the Oversized Facilities. Upon providing such maintenance bond to the City, the Developer shall have no further obligation with respect to the Required Facilities or Oversized Facilities. Upon the expiration of said two-year period, the maintenance bond shall be terminated and released.

C. This Agreement is subject to and governed by the Denton Development Code and any other applicable ordinances of the City of Denton, Texas.

D. Developer shall obtain, at Developer's sole cost and expense, all necessary permits and licenses to construct and install the Required Facilities and Oversized Facilities. **ANY EASEMENTS OBTAINED BY THE DEVELOPER FOR THE REQUIRED FACILITIES AND OVERSIZED FACILITIES OBTAINED BY THE DEVELOPER SHALL BE ASSIGNED TO THE CITY, IF NOT TAKEN IN THE CITY'S NAME, PRIOR TO ACCEPTANCE OF THE REQUIRED FACILITIES AND OVERSIZED FACILITIES, AND THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE "PERMITTED EXCEPTIONS"), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS. THE CITY HAS OBTAINED, OR WILL OBTAIN, AND WILL MAKE AVAILABLE TO THE DEVELOPER ANY EASEMENTS FOR THE OVERSIZED FACILITIES LYING OUTSIDE THE DEVELOPER'S PROPERTY.**

To the extent any Required Facilities or Oversized Facilities need to be constructed in lands not owned by the City or Developer, the Developer shall use commercially reasonable efforts to obtain the easements. If the Developer is unable to obtain the easements required for the Oversized Facilities, after making an offer in writing, based on fair market value of the property interest to the property owner from whom the property interest is being acquired within 120 days, the City agrees to consider acquiring easements required for the Oversized Facilities. The Developer must provide the City with a survey and metes and bounds description of the property to be acquired and pay the City for all costs of obtaining the easements. The Developer must reimburse the City in full for any costs incurred to acquire the easements,

including but not limited to, City staff time, appraisals, title surveys, acquisition costs, relocation costs, and City resources.

E. The City agrees and acknowledges that the facilities contemplated in this Agreement will be completed in phases. The Developer shall complete the various facilities contemplated herein based upon the timeframes in **Exhibit D-1**, attached hereto and made a part hereof. The Parties further acknowledge that the Developer has begun construction of all Phase 1 facilities described in **Exhibit D-1** and that portions of Phase 1 have been completed and formally accepted by the City. Accordingly, reimbursement for the City Share attributable to Phase 1 various Required Facilities shall be processed in accordance with this Agreement.

F. The actual cost of Phase 1 Required Facilities and Oversized Facilities and the awarded contractual cost of Phase 2 Required Facilities and Oversized Facilities are set forth in revised **Exhibit C-1** attached hereto. Developer has funded the full cost of the Required Facilities (the "Developer Share"). All costs in excess of the Developer Share constitute Oversizing Costs. The City agrees to reimburse Developer for Oversizing Costs in an amount not to exceed $8,988,869.36, or one hundred percent (100%) of the total cost for any oversizing of the Required Facilities, whichever is less (the "City Share").

G. The Director of Water Utilities or their designee shall determine the appropriate level of cost participation for the City Share based upon the incremental cost between the Developer's Required Facilities and the City's requested Oversized Facilities. For Phase 1, such determination shall be based upon actual completed construction costs. For Phase 2, such determination shall be based upon competitively bid and awarded contractual amounts reflected in **Exhibit C-1**. Final approval of all oversize participation agreements between the City and the Developer shall come from the City Council after recommendation from the Public Utilities Board unless the participation amount is less than the expenditure level authorized by the City Manager.

H. The City shall not, in any case, be liable for any additional cost because of delays in beginning, continuing, or completing construction; changes in the price or cost of materials, supplies, or labor; unforeseen or unanticipated cost because of topography, soil, subsurface, or other site conditions; differences in the calculated and actual per linear feet of pipe or materials needed for the Oversized Facilities; the Developer's decision as to the contractors or subcontractors used to perform the work; or any other reason or cause, specified or unspecified, relating to the construction of the Oversized Facilities.

I. The City shall reimburse Developer, on a phase-by-phase basis, for the City Share of the various Required Facilities provided in **Exhibit D-1** within sixty (60) days of their acceptance by the City. The Parties acknowledge that portions of Phase 1 have been completed and formally accepted by the City, with the remaining Phase 1 facilities having been commenced.

J. To confirm the actual cost of the Required Facilities and Oversized Facilities, City shall have the right to inspect any and all records of the Developer, (and, to the extent available to the Developer, its agents, employees, contractors, or subcontractors) directly related to this Agreement and shall have the right to require the Developer to submit any necessary information, documents, invoices, receipts, or other records to verify the actual cost of the Required Facilities and Oversized Facilities. If the actual costs are lower than those noted on **Exhibit C-1**, the City Share shall be reduced pro rata; however, any cost underrun in the first phase of improvements shall not serve, by itself, to reduce the City's pro rata share, rather, such underruns shall be made available for application to any cost overruns in the second phase of construction, such that the City Share will apply to the complete construction of the Required Facilities and Oversized Facilities as a whole.

K. All notices, payments, or communications to be given or made pursuant to this Agreement by the Parties hereto, shall be sent to the Developer at the business address given below and to the City Manager for City at the address given below. Unless otherwise provided herein, any notice, notification, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail, registered or certified, and addressed to the party to be notified, with return receipt requested. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective upon receipt, unless otherwise stated herein. Requests for payment may also be made by the Developer to the City Manager via electronic mail using the address provided below.

If to Denton, to:

City Manager
City of Denton
215 E McKinney Street
Denton, Texas 76201
cmo@cityofdenton.com

If to the Developer to:

Collin Elton
Director of Land Development
8840 Cypress Waters Blvd., Suite 100
Coppell, TX 75019
Collin.Elton@meritagehomes.com

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' prior written notice to the other parties hereto.

L. **THE DEVELOPER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSS, OR LIABILITY OF ANY KIND WHATSOEVER (INCLUDING DEATH), BY REASON OF INJURY TO PROPERTY OR PERSON OCCASIONED BY ANY ACT OR OMISSION, NEGLECT, OR WRONGDOING OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR CONTRACTORS, OR OTHER PERSONS WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT; AND THE DEVELOPER SHALL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, THE DEVELOPER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL NOT INCLUDE ANY CLAIMS, DAMAGES, LOSSES, OR LIABILITIES OF ANY KIND WHATSOEVER THAT ARE CAUSED BY THE CITY'S SOLE NEGLIGENCE. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND DEVELOPER BASED UPON THE COMPARATIVE FAULT OF EACH.**

M. Prior to the final payment by the City:

i. The Required Facilities and Oversized Facilities must be (i) completed by the Developer; (ii) reviewed and inspected by the City; and (iii) approved and accepted by the City, such acceptance not to be unreasonably withheld, conditioned, delayed, or denied. During the work on the Required Facilities and Oversized Facilities, the City has the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress; and

ii. The City shall conduct a final inspection of the Required Facilities and Oversized Facilities and any deficiencies noted by the City during such inspection shall have been addressed by the Developer.

N. At the time of execution of this Agreement, the City represents and warrants that it has, and will continue to have, full water and wastewater capacity, available and unencumbered, to provide continuous, adequate water and wastewater services to the Property at full buildout. The City shall not withhold water or wastewater service to the Property on the premise that the City has insufficient water or wastewater capacity to provide same.

4. Capacity and Service Obligations. Any requirement or obligation for the City to provide capacity, water service, or wastewater service under this Agreement, whether expressly stated or implied, is subject to applicable state laws and regulations governing service and all applicable City ordinances, rules, and regulations including, without limitation, those related to

curtailment or service interruptions needed to address emergencies caused by lack of supply or infrastructure repair or failure.

5. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

6. Counterparts. This Agreement may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

7. Assignment. Developer shall maintain the right to sell, assign, or transfer its interest or rights in the Agreement, or any claim or cause of action related thereto in whole or in part, without the prior written consent of the City. In the event such assignment contains an assumption of obligations by the assignee, Developer shall no longer be liable for completion of the Required Facilities or Oversized Facilities in the event of default by the successor contractor or assignee.

8. Venue. Any and all suits for any breach of this Agreement, or any other suit pertaining to or arising out of this Agreement, shall be brought in a court of competent jurisdiction in Denton County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

9. Entire Agreement. This instrument embodies the entire agreement of the parties hereto and there are no promises, terms, conditions, or obligations other than those contained or incorporated herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto with respect to the subject matter of this Agreement.

10. Miscellaneous.

A. Pursuant to Section 2270.002 of the Texas Government Code, the Developer hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001 of the Texas Government Code.

B. The Developer hereby represents that (i) it does not engage in business with Iran, Sudan, or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153 of the Texas Government Code, as a company known to have contracts with or to provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist

organization" shall have the meaning given such term in Section 2252.151 of the Texas Government Code.

C. Developer acknowledges that, in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

D. Developer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

E. Notwithstanding any provision of this Agreement to contrary, the City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274 of the Texas Government Code and Developer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or any other designated country; (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or any other designated country; or (iii) is headquartered in China, Iran, North Korea, Russia, or any other designated country.

11. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. Developer shall be an independent contractor pursuant to this Agreement. Developer does not have any express or implied right or authority to assume or create any obligations on behalf of the City or to bind the City to any contract, agreement, or undertaking with any third party.

12. Certification of Execution. The person or persons signing and executing this Agreement on behalf of Developer, or representing themselves as signing and executing this Agreement on behalf of Developer, do hereby warrant and certify that he, she or they have been duly authorized by Developer to execute this Agreement on behalf of Developer and to validly and legally bind Developer to all terms, performances and provisions herein set forth.

[Signature pages follow]

EXECUTED in duplicate original counterparts by the undersigned duly-authorized officials and officers of the City and the Developer, on this the ___ day of _____, 2026.

CITY OF DENTON
A Texas Home-Rule Municipality

By: _____
CASSEY OGDEN, INTERIM CITY MANAGER

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By: _____

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

_____
Signature

_____
Title

Date Singed:_____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

DEVELOPER:

MERITAGE HOMES OF TEXAS, LLC
an Arizona limited liability company

By: _____
Name: Frank Shu
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on June 2, 2026, personally appeared Frank Shu, VP, Land of Meritage Homes of Texas, LLC, an Arizona limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public ~~in~~ and for the State of Texas

JANESSA DANEEN RIVERA
NOTARY PUBLIC
STATE OF TEXAS
ID 135041167
EXP. 08-14-2028

Exhibit A

Property Description

BEING an 81.5532 acre tract of land situated in the Gideon Walker Survey, Abstract No. 1330, Denton County, Texas, said 81.5532 being a portion of a called 0.565 acre tract of land conveyed to Michael G. Laney by deed recorded in Denton County Clerk's Instrument Number (D.C.C.I. No.) 1986-77231, Official Public Records, Denton County, Texas (D.R.D.C.T.), said 81.5532 acre tract being all of a called 7.83 acre tract of land identified as "Tract-1", all of a called 51.53 acre tract of land identified as "Tract-2", all of a called 1.21 acre tract of land identified as "Tract-11"and all of a called 4.11 acre tract of land identified as "Tract-12"conveyed to David H Laney, Trustee of the David H. Laney Trust, and as beneficiary of the Estate of Betty Curry Laney, Cause No. IE-99-290, as filed in the Denton County Probate Court, Denton County, Texas, by Special Warranty Deed recorded in D.C.C.I. No. 2002-141489, O.P.R.D.C.T., said 81.5532 being a portion of a called 0.6074 acre tract identified as "Tract-1", all of a called 6.65 acre tract of land identified as "Tract-3", a portion of a called 1.91 acre tract of land identified as "Tract-4", all of a called 1.34 acre tract of land identified as "Tract-5", all of a called 3.40 acre tract identified as "Tract-7", all of a called 2.50 acre tract of land identified as "Tract-8", all of a called 1.23 acre tract of land identified as "Tract-9", all of a called 1.29 acre tract of land identified as "Tract-10"conveyed to David Hart Laney, Trustee of the David Hart Laney Trust by Special Warranty Deed recorded in

D.C.C.I. No. 2010-65312, O.P.R.D.C.T., said 81.5532 acre tract being a portion of a called 0.746 acre tract of land conveyed to David Hart Laney, Trustee of the David Hart Laney Trust by Warranty Deed recorded in D.C.C.I. No. 2015-108591, O.P.R.D.C.T., said 81.5532 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a "X" scribed in concrete set at the northwest property corner of the said 7.83 acre tract, same being the northeast property corner of a called 80.695 acre tract of land conveyed to Pulte Homes of Texas, L.P., said beginning point being on the southwest right-of-way line of McKinney Street, being a variable width public right-of-way;

THENCE along the northeast property lines of the said 7.83 acre tract and along the said southwest right-of-way line of McKinney Street the following courses and distances; South 62°13'30" East,

137.55 feet to a 1/2"iron rod found; South 67°26'15" East, 128.27 feet to a 1/2"iron rod with a red illegible cap found; South 70°01'55" East, 232.42 feet to a 1/2"iron rod with a yellow illegible cap found at the northeast property corner of the said 7.83 acre tract, same being the most northerly northwest property corner of the said 51.53 acre tract;

THENCE along the northeast property lines of the said 51.53 acre tract and along the said southwest right-of-way line of McKinney Street the following courses and distances; South 70°06'50" East, 83.66 feet to a 5/8"iron rod with cap stamped "SPOONER 5922" set, hereinafter referred to as an iron rod set; South 70°54'41" East, 405.54 feet to a 1/2"iron rod found at the most northerly northeast property corner of the said 51.53 acre tract, same being the northwest property corner of a called 3.054 acre tract of land conveyed to Self Pet Kennel, Inc. by deed recorded in

D.C.C.I. No. 2011-56758, O.P.R.D.C.T.;

THENCE, South 03°33'59" West, along the east property line of the said 51.53 acre tract and along the west property line of the said 3.054 acre tract, 704.43 feet to a 1/2" iron rod found at the southwest property corner of the said 3.054 acre tract, same being the northwest property corner of the said 6.65 acre tract;

THENCE, South 86°39'55" East, along the north property line of the said 6.65 acre tract and along the south property line of the said 3.054 acre tract, 199.81 feet to a bolt found at the southeast property corner of the said 3.054 acre tract, same being the southwest property corner of a called 4.7362 acre tract of land conveyed to Joy Longville by deed recorded in D.C.C.I. No. 2006-6946, O.P.R.D.C.T.;

THENCE, South 86°32'00" East, continuing along the said north property line of the 6.65 acre tract and along the south property line of the said 4.7362 acre tract, 433.36 feet to a 1/2" iron rod found at the northeast property corner of the said 6.65 acre tract of land, same being the southeast property corner of the said 4.7362 acre tract, said 1/2"iron rod found being on the west property line of a called 47.267 tract of land identified as "Tract 6"conveyed to FSA & S Collin County, LLC by deed recorded in D.C.C.I. No. 2015-129157,D.R.D.C.T.;

THENCE, South 03°26'21" West, along the east property line of the said 6.65 acre tract and along the said west property line of the 47.267 acre tract, 345.44 feet to an iron rod set from which a 1/2" iron rod found at the most easterly southeast property corner of the said 6.65 acre tract, same being the northeast property corner of the said 1.91 acre tract, bears South 03°26'21" West 13.14 feet;

THENCE over and across the said 6.65 acre tract, 1.91 acre tract, the said 1.34 acre tract, the said 0.746 acre tract, the said 0.565 acre and the said 0.6074 acre tract the following courses and distances; North 85°40'37" West, a distance of 262.32 feet to an iron rod set; South 04°19'23" West, a distance of 243.74 feet to an iron rod set at the beginning of a curve to the left having a radius of 172.50 feet; Along said curve to the left, an arc length of 20.20 feet, and across a chord which bears South 00°58'04" West, a chord length of 20.19 feet to an iron rod set; South 02°23'16" East, a distance of 291.04 feet to an iron rod set at the beginning of a curve to the left having a radius of 272.50 feet; Along said curve to the left, an arc length of 48.88 feet, and across a chord which bears South 07°31'35" East, a chord length of 48.81 feet to an iron rod set; North 77°20'06" East, a distance of 235.59 feet to an iron rod set on the east property line of the said 0.6074 acre tract, same being the said west property line of the 47.267 acre tract;

THENCE South 03°26'21" West, along the east property lines of the said 0.6074 acre tract, the said 0.565 acre tract, the said 3.40 acre tract, the said 1.23 acre tract, the said 1.29 acre tract, the said 1.21 acre tract, and along the said west property line of the 47.567 acre tract, 799.58 feet to a 1/2"iron rod with yellow cap stamped "4158"found at the southeast property corner of the called

1.21 acre tract, same being the most easterly northeast property corner of the said 4.11 acre tract;

THENCE, South 04°48'50" West, along the east property line of the said 4.11 acre tract and along the said west property line of the 47.267 acre tract, 156.87 feet to USA Army Corps of Engineers Concrete Monument with Brass Disc (COE MON) stamped "P250W" found at the southwest property corner of the said 47.267 acre tract, same being a north property corner of a called

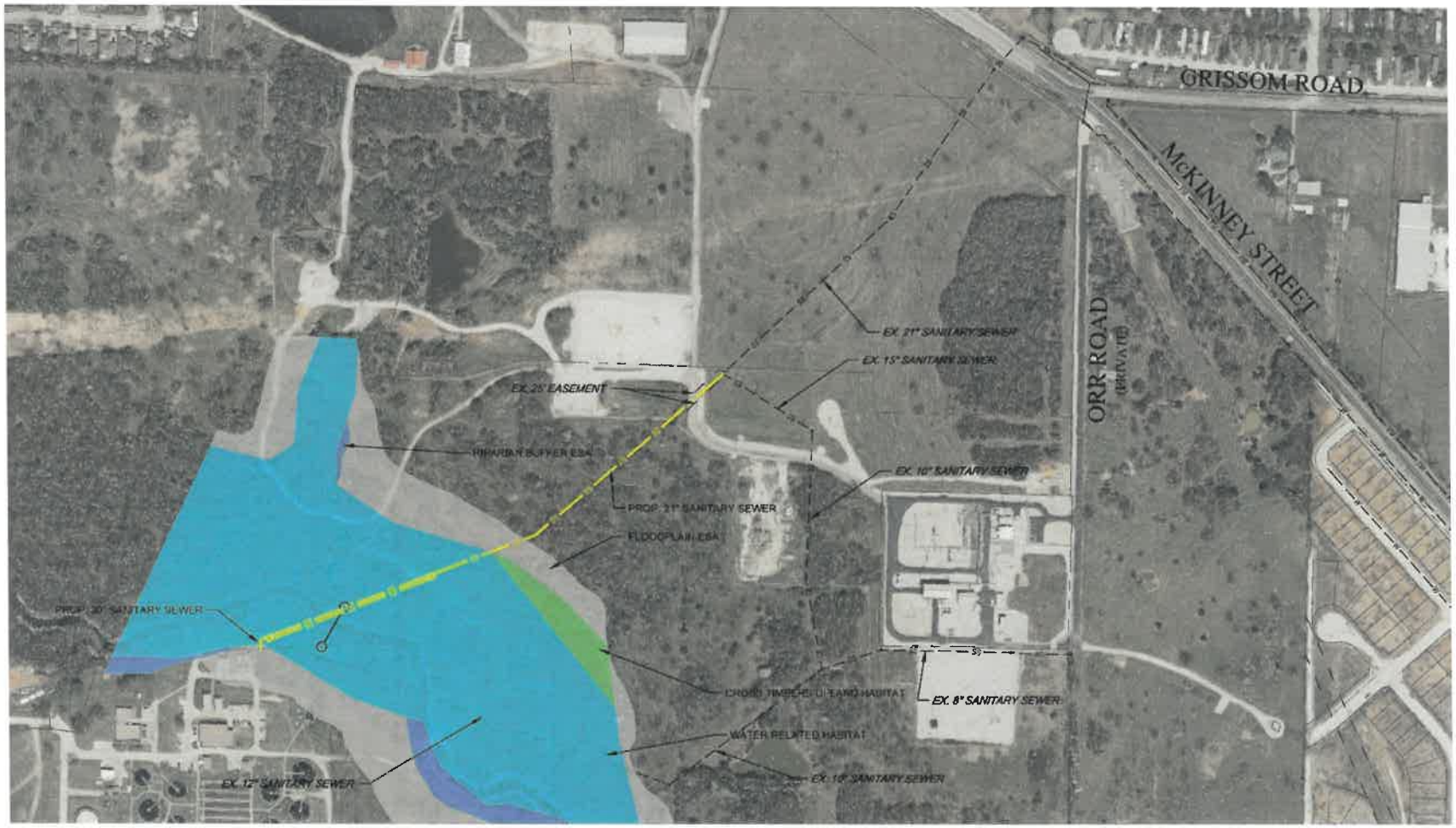
14,709.96 acre tract of land conveyed to the United States of America by deed recorded in Volume 411, Page 194, D.R.D.C.T.;

THENCE, along the southerly property lines of the said 4.11 acre tract and the said 51.53 acre tract, same being the northerly property lines of the said 14,709.96 acre tract the following courses and distances: South 01°14'01" East, 45.85 feet to a COE MON stamped "P249W"found at the southeast property corner of the said 4.11 acre tract; South 89°08'34" West, 1,483.41 feet to a COEMON stamped "P248W"found at the southwest property corner of the said 51.53 acre tract, same being on the east property line of the said 80.695 acre;

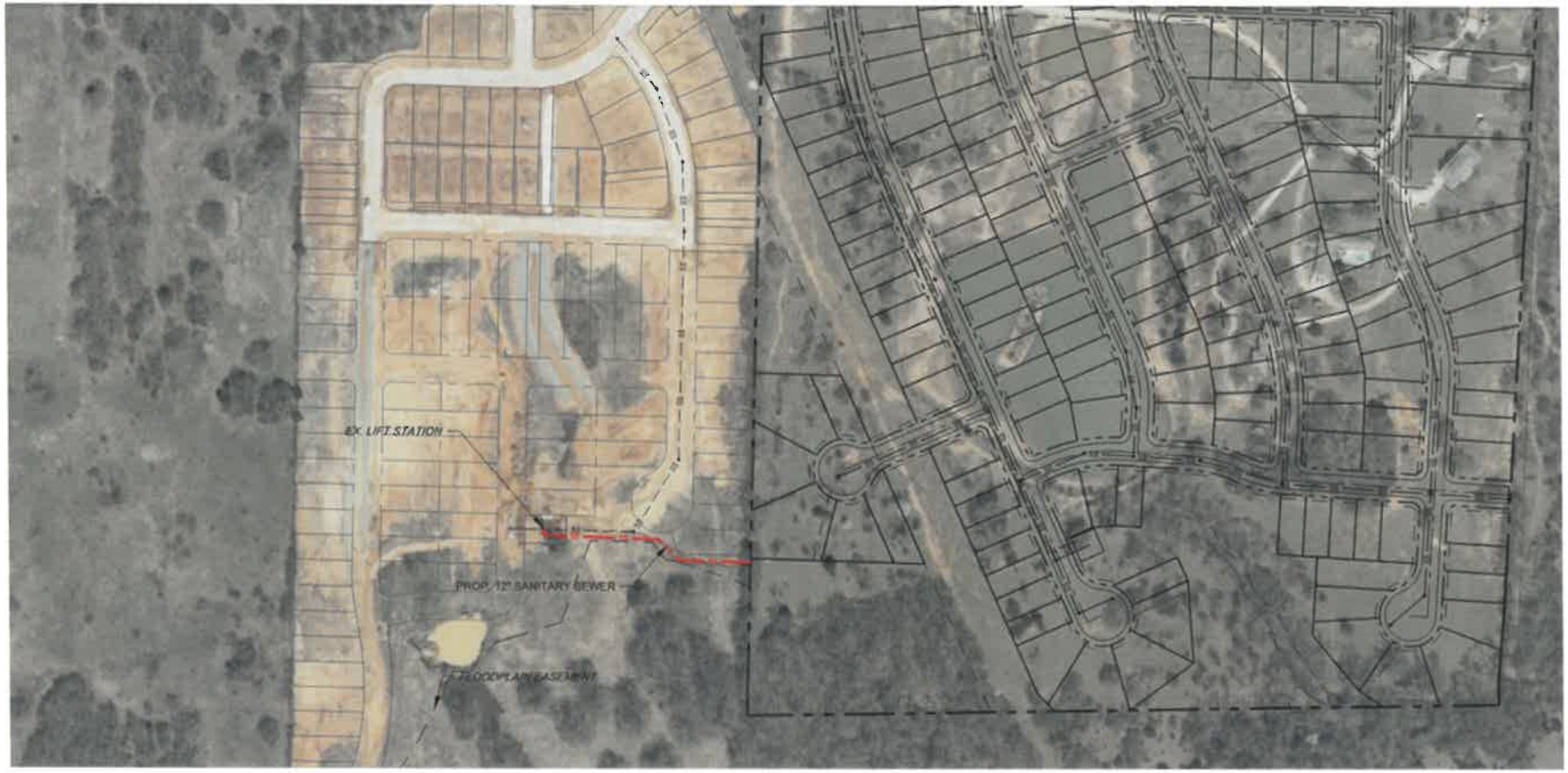
THENCE, North 01°40'14" East, along the west property line of the said 51.53 acre tract, along the west property line of the said 7.83 acre tract, and along the said east property line of the 80.695 acre tract, 2,994.22 feet to the Point of Beginning containing 81.5532 acres (3,552,459 square feet) of land more or less.

Exhibit B-1

Oversized Facilities



FORESITE group	Exhibit B Oversized Facilities	REVISIONS / DATE	PROJECT: STELLA HILLS DENTON, TX	TITLE: LAKE RANCH INTERCEPTOR SHEET NUMBER: 1 OF 5	PROJECT MANAGER: SJF DESIGNED BY: PD PROJECT ID: DENTON TX DATE: 2/2/2021 DOCUMENTS: CITY LIFT STATION PLANS ONLY JOB NO. NUMBER: 1932.001



FORESITE group

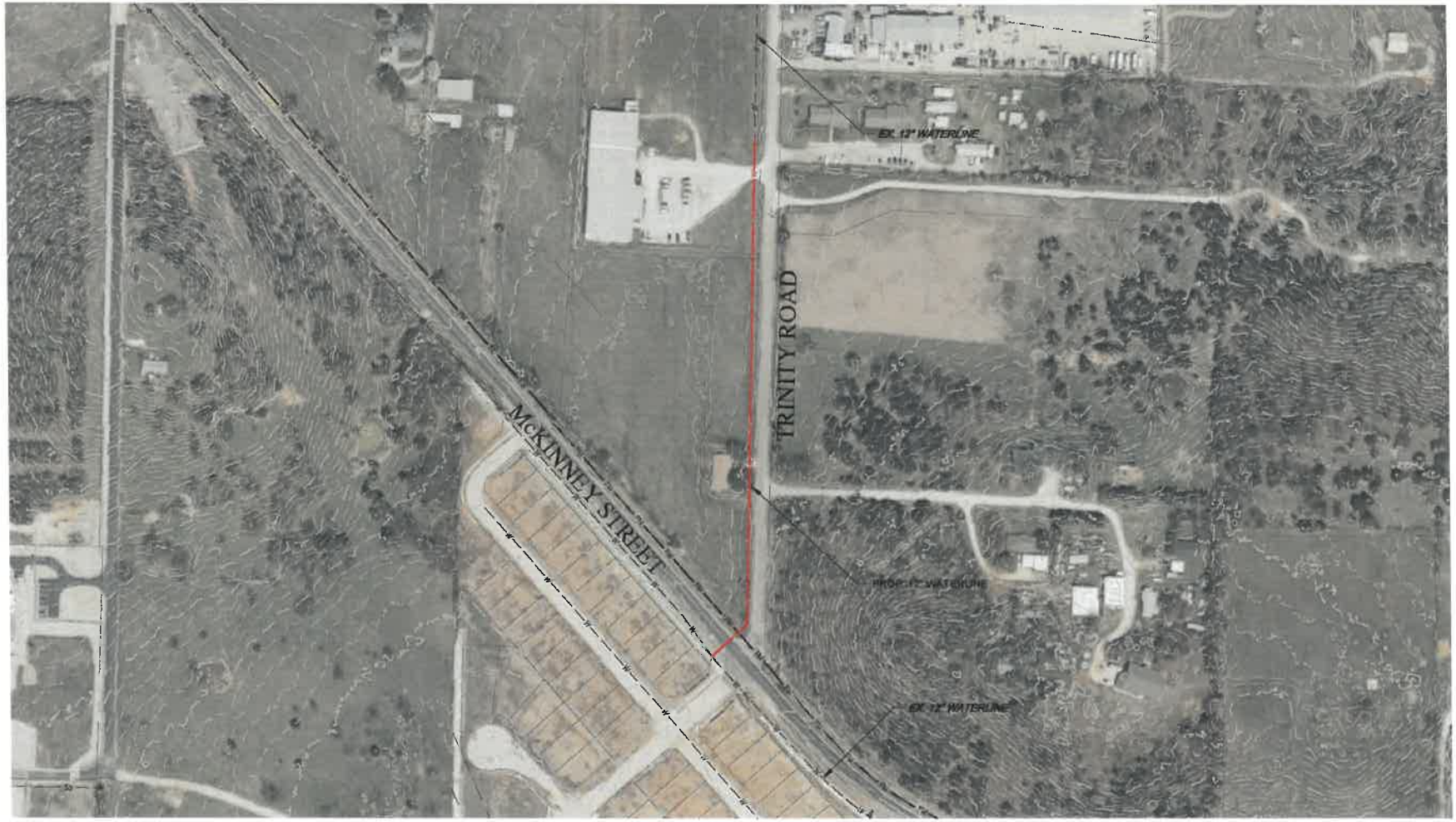
Exhibit B
Oversized Facilities

PROJECT
STELLA HILLS
DENTON, TX

TITLE
TOWNSEND GREEN BYPASS SEWER

SHEET NUMBER
2 OF 5

JOB FILE NUMBER
1932.001



FORESITE group

Foresite Group, LLC
4925 Greenville Avenue
Suite 610
Dallas, TX 75206

Exhibit B
Oversized Facilities

REVISIONS | DATE

PROJECT:
STELLA HILLS
DENTON, TX

TITLE:
OFFSITE WATER IMPROVEMENTS

SHEET NUMBER:
3 OF 5

PROJECT MANAGER:	BJF
DRAWING BY:	FB
JURISDICTION:	DENTON, TX
DATE:	[illegible]
COMMENTS:	FOR EXHIBIT PURPOSES ONLY
JOB/FILE NUMBER:	1932.001



FORESITE group

Exhibit B
Oversized Facilities

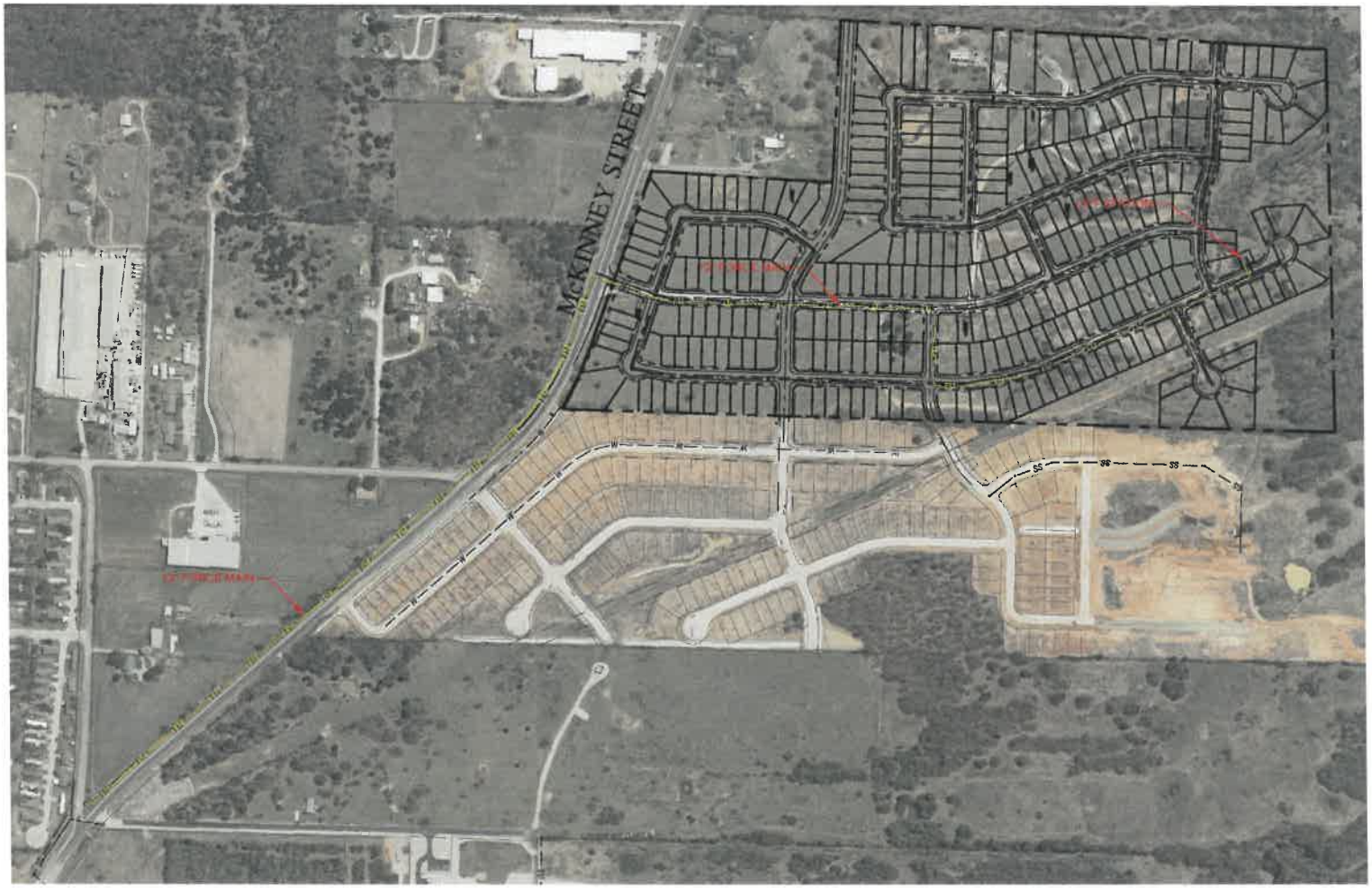
REVISIONS | DATE

PROJECT:
STELLA HILLS
DENTON, TX

TITLE
ONSITE OVERSIZING

SHEET NUMBER:
4 OF 5

PROJECT MANAGER:	BJF
DRAWING BY:	FG
JURISDICTION:	DENTON, TX
DATE:	7/8/2025
COMMENTS:	FOR EXHIBIT PURPOSES ONLY
JOB FILE NUMBER:	1932.001



FORESITE group

Exhibit B
Oversized Facilities

REVISIONS | DATE

PROJECT
STELLA HILLS
DENTON, TX

TITLE:
PHASING PLAN

SHEET NUMBER:
5 OF 5

PROJECT MANAGER:	BJF
DRAWING BY:	FB
JURISDICTION:	DENTON, TX
DATE:	7/3/2023
COMMENTS:	FOR EXHIBIT PURPOSES ONLY
JOB FILE NUMBER:	1932.001

Exhibit C-1

Actual and Contractual Cost of Required Facilities and Oversized Facilities

Stella Hills Phase 1 Offsite Improvements

PROJECT COSTS

January 26, 2026

Item	Quantity	Unit		Unit Price		TOTAL
TOWNSEND GREEN BYPASS						
12" SDR-26 PVC Pipe	294	LF	$	168.50	$	49,539.00
5' Diameter Manhole	1	EA	$	9,750.00	$	9,750.00
Cleanout	1	EA	$	1,100.00	$	1,100.00
Trench Safety	294	LF	$	0.10	$	29.40
TV, Air, Mandrel Testing (Excluding Geotech Testing)	294	LF	$	6.60	$	1,940.40
Maintenance Bond	1	LS	$	1,500.00	$	1,500.00
				Sub-Total	$	63,858.80
				Developer Cost (% of Flow)	$	-
				City Cost (% of Flow)	$	63,858.80
LIFT STATION & FORCEMAIN						
Lift Station	1	EA	$	3,265,525.00	$	3,265,525.00
12" Force Main (Phase 1)	3018	LF	$	98.70	$	297,876.60
24" Encasement by Bore	65	LF	$	860.00	$	55,900.00
Trench Safety (Phase 1)	3,018	LF	$	0.10	$	301.80
Hydrostatic Testing (Phase 1)	3,018	LF	$	6.60	$	19,918.80
12" Force Main (Phase 2)	2,921	LF	$	200.00	$	584,200.00
2" Air Release Valve in Vault	2	EA	$	33,000.00	$	66,000.00
12" Gate Valve in Manhole	1	EA	$	44,000.00	$	44,000.00
6' Diameter Manhole Over Existing SS	1	EA	$	56,000.00	$	56,000.00
Remove/Replace Asphalt Pavement	60	SY	$	370.00	$	22,200.00
Trench Safety (Phase 2)	2,921	LF	$	4.60	$	13,436.60
Testing (Phase 2)	2,921	LF	$	9.30	$	27,165.30
Bonds	1	LS	$	75,328.68	$	75,328.68
				Sub-Total	$	4,527,852.78
				Developer Cost (% of Flow)	$	984,592.90
				City Cost (% of Flow)	$	3,543,259.88

ONSITE UPSIZING

8" SDR-26 PVC Pipe (Phase 1)	248	LF	$	99.50	$	24,676.00
8" SDR-26 PVC Pipe (Phase 2)	150	LF	$	81.25	$	12,187.50
10" SDR-26 PVC Pipe in lieu of 8" SDR-26 PVC Pipe	597	LF	$	5.50	$	3,283.50
12" SDR-26 PVC Pipe in lieu of 8" SDR-26 PVC Pipe	927	LF	$	68.50	$	63,499.50
15" SDR-26 PVC Pipe in lieu of 8" SDR-26 PVC Pipe	301	LF	$	70.50	$	21,220.50
5' Diameter Manhole in lieu of 4' Diameter Manhole	1	EA	$	4,175.00	$	4,175.00
Cleanout (Phase 1)	1	EA	$	1,100.00	$	1,100.00
Cleanout (Phase 2)	1	EA	$	1,078.07	$	1,078.07
16" Encasement by Bore	65	LF	$	675.00	$	43,875.00
				Sub-Total	$	175,095.07
				Developer Cost	$	-
				City Cost	$	175,095.07

TRINITY ROAD WATERLINE

12" AWWA C900 PVC Pipe	1,120	LF	$	200.00	$	224,000.00
12" Gate Valve	3	EA	$	6,000.00	$	18,000.00
Fire Hydrant Assembly	2	EA	$	15,000.00	$	30,000.00
18" Encasement by Bore	200	LF	$	950.00	$	190,000.00
Connect to Existing Water Line	1	EA	$	21,000.00	$	21,000.00
12"x12" Tapping Sleeve and Valve	1	EA	$	27,000.00	$	27,000.00
Remove and Replace Asphalt	45	SY	$	220.00	$	9,900.00
Traffic Control	1	LS	$	13,000.00	$	13,000.00
Trench Safety	920	LF	$	4.00	$	3,680.00
Hydrostatic & Chlorination Testing (Excluding Geo Test)	1,120	LF	$	10.00	$	11,200.00
Bonds	1	LS	$	14,985.95	$	14,985.95
				Sub-Total	$	562,765.95
				Developer Cost	$	-
				City Cost	$	562,765.95

Stella Hills Phase 2 Offsite Improvements

PROJECT COSTS

January 26, 2026

Item	Quantity	Unit	Unit Price	TOTAL
LAKEVIEW RANCH INTERCEPTOR				
21" F679 PS115 PVC Pipe	1,143	LF	$ 323.57	$ 369,840.51
30" F679 PS115 PVC Pipe	49	LF	$ 551.07	$ 27,002.43
16" HDPE	600	LF	$ 107.05	$ 64,230.00
24" HDPE	600	LF	$ 164.55	$ 98,730.00
HDD Mobilization	1	LS	$ 227,771.55	$ 227,771.55
HDD 16" HDPE	530	LF	$ 380.15	$ 201,479.50
HDD 24" HDPE	530	LF	$ 475.60	$ 252,068.00
6' Diameter Manhole	3	EA	$ 46,000.00	$ 138,000.00
Siphon Box	2	EA	$ 593,016.33	$ 1,186,032.66
R&R Asphalt Drive	350	SY	$ 220.00	$ 77,000.00
Connect to Existing Manhole	1	EA	$ 80,000.00	$ 80,000.00
Connect to Existing Grit Box	1	EA	$ 146,630.45	$ 146,630.45
Trench Safety	1,192	LF	$ 28.00	$ 33,376.00
TV, Air, Mandrel Testing	1,192	LF	$ 9.00	$ 10,728.00
Bonds	1	LS	$ 211,275.25	$ 211,275.25
R&R Rip-Rap	1	LS	$ 33,350.00	$ 33,350.00
Bypass Pumping	1	LS	$ 365,964.11	$ 365,964.11
All Weather Drive	1	LS	$ 56,350.00	$ 56,350.00
Remove/Replace Temporary Fence	1	LS	$ 4,025.00	$ 4,025.00
			Sub-Total	$ 3,583,853.46
			Developer Cost (% of Flow)	$ 157,625.05
			City Cost (% of Flow)	$ 3,426,228.41
TOWNSEND GREEN BYPASS				
6" SDR-26 PVC Pipe	9	LF	$ 200.00	$ 1,800.00
12" SDR-26 PVC Pipe	454	LF	$ 290.00	$ 131,660.00
18" Steel Casing By Bore	20	LF	$ 2,100.00	$ 42,000.00
4' Diameter Manhole	2	EA	$ 23,000.00	$ 46,000.00
4' Diameter Drop Manhole	1	EA	$ 37,000.00	$ 37,000.00
Connect to Existing Manhole	1	EA	$ 50,000.00	$ 50,000.00
Remove Cleanout and Connect to Ex. Sewer	1	EA	$ 50,000.00	$ 50,000.00
Trench Safety	443	LF	$ 15.00	$ 6,645.00
TV, Air, Mandrel Testing	463	LF	$ 20.00	$ 9,260.00
Bonds	1	LS	$ 35,511.54	$ 35,511.54
			Sub-Total	$ 409,876.54
			Developer Cost (% of Flow)	$ -
			City Cost (% of Flow)	$ 409,876.54

Stella Hills Offsite Improvements

PROJECT COSTS

January 26, 2026

	Cost per Construction Contracts					
	City Cost		Developer Cost		Total Cost	
Townsend Green Bypass	$ 473,735.34	(100.0%)	$ -	(0.0%)	$	473,735.34
Lift Station & Force Main	$ 3,543,259.88	(78.3%)	$ 984,592.90	(21.7%)	$	4,527,852.78
Onsite Upsizing	$ 175,095.07	(100.0%)	$ -	(0.0%)	$	175,095.07
Offsite Water	$ 562,765.95	(100.0%)	$ -	(0.0%)	$	562,765.95
Lake Ranch Interceptor	$ 3,426,228.41	(95.6%)	$ 157,625.05	(4.4%)	$	3,583,853.46
Sub-Total	$ 8,181,084.65	(87.7%)	$ 1,142,217.95	(12.3%)	$	9,323,302.60
Engineering & Surveying	$ 398,730.47	(87.7%)	$ 55,669.53	(12.3%)	$	454,400.00
Contingencies (5%)	$ 409,054.23	(87.7%)	$ 57,110.90	(12.3%)	$	466,165.13
Total Construction Cost	$ 8,988,869.36	(87.7%)	$ 1,254,998.37	(12.3%)	$	10,243,867.73

NOTES

Cost includes engineering/surveying/environmental contracts, and received construction bids. Final costs to be determined at time of final acceptance.

Exhibit D-1

Phasing of Facilities

Phase 1 - Items that must be completed prior to issuance of a building permit in Developer's first phase of development.:

(1) Onsite Lift Station with pumps and facilities to support flows from Stella Hills Phase 1 and 2 and Townsend Green development;

(2) 12" force main through development to discharge point at intersection of McKinney Street and Grissom Road;

(3) Construct Townsend Green Bypass to common property line;

(4) Offsite Trinity Road Waterline; and

(5) Onsite Upsizing of Sanitary Sewer System

If items above are incomplete but Developer is otherwise able to acquire a certificate of occupancy from the City, the City will allow the Developer to provide, at Developer's expense, pump and haul services in order to receive certificates of occupancy.

Phase 2 - Items that must be completed prior to issuance of a certificate of occupancy in Developer's second phase of development:

(1) Construct Lakeview Ranch Interceptor; and

(2) Construct remainder of Townsend Bypass from common property line to Townsend Green lift station, then decommission Townsend Green lift station

If items above are incomplete but Developer is otherwise able to acquire a certificate of occupancy from the City, the City will allow the Developer to provide, at Developer's expense, pump and haul services in order to receive certificates of occupancy.

If pump and haul services are used by the Developer during either Phase 1 or Phase 2, the Developer agrees to follow all applicable local, state, and federal regulations; to accept all liability related to pump and haul services; and to indemnify, defend, and hold the City harmless, consistent with Section 3.L., regarding all claims and demands related to pump and haul services. The Developer will deliver the liquid waste to a location chosen by the City's Water Reclamation Superintendent and submit manifests each week to the City's Water Reclamation Superintendent.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE AN AMENDED AND RESTATED WATER AND WASTEWATER UTILITIES OVERSIZE COST PARTICIPATION AGREEMENT WITH MERITAGE HOMES OF TEXAS, LLC, FOR THE DESIGN AND CONSTRUCTION OF A 30" WASTEWATER MAIN, 1.9 MGD LIFT STATION, WASTEWATER FORCE MAIN, GRAVITY WASTEWATER MAIN, AND 12" POTABLE WATER MAIN; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFORE; AND PROVIDING AN EFFECTIVE DATE (MERITAGE HOMES OF TEXAS, LLC, IN THE AMOUNT NOT-TO-EXCEED $8,988,869.36).

WHEREAS, on March 5, 2024 (the "Original Agreement Date"), the City and Allied Development, LLC, a Texas limited liability company, entered into a Water and Wastewater Utilities Oversize Cost Participation Agreement (the "Original Agreement"); and

WHEREAS, Allied Development, LLC, assigned its rights, obligations, and interest in the Original Agreement to Meritage Homes of Texas, LLC (the "Developer") in that certain Assignment of Water and Wastewater Utilities Oversize Cost Participation Agreement dated 21st day of March, 2024; and

WHEREAS, Developer is the owner of certain real property for development located in the City of Denton, Texas and being described on Exhibit A, attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, based on final design, and the costs reflected in Exhibit C-1 of the attached amended and restated agreement ("Amended and Restated Agreement") represent actual, final costs for Phase 1 and the awarded contractual amounts for Phase 2 construction bids including changes to requirements for the installation of the infrastructure; and

WHEREAS, the Parties desire to amend certain provisions of the Original Agreement and desire to restate such Original Agreement in its entirety, except as specifically provided for herein, such that the terms and provisions of the Amended and Restated Agreement shall apply to the development of the Property; and

WHEREAS, Amended and Restated Agreement increases the City's contribution by $1,435,541.93; and

WHEREAS, Subchapter C, Section 212 of the Texas Local Government Code authorizes the City to cost participate with a developer of a subdivision or land to construct public improvements related to a development; and

WHEREAS, the City Council finds it is in the best interest of the City of Denton to participate in oversizing participation agreements; NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Amended and Restated Agreement which is attached hereto and incorporated herein as Exhibit "A".

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton to accomplish the purposes of this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the written contract attached hereto and incorporated herein as Exhibit "A".

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by _____ and seconded by _____. This Ordinance was passed and approved by the following vote [_- _]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Susan Keller
Digitally signed by Susan Keller
Date: 2026.06.10 16:15:35 -05'00'

BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services, Real Estate**

ACM: **Kenneth Hedges**

DATE: **June 16, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton providing for the abandonment, relinquishment and quitclaim a public utility easement (approximately 0.377 acres), situated in the H.H. Haygood Survey, Abstract Number 517, of the Real Property Records of Denton County, Texas, granted to the City of Denton by Carmen Investments, Inc., in County Clerk File No. 2003-R0023064; providing for the quitclaim thereof to Carmen Investments, Inc., a Texas Corporation; providing for the terms and conditions of the abandonment, relinquishment, and quitclaim made herein; providing for the indemnification of the City of Denton against damages arising out of the abandonment herein; providing for consideration to be paid to the City of Denton; providing for severability and an effective date.

BACKGROUND

Carmen Investments Inc. ("Owner") is the record owner of land situated at 3500 Fairway Dr., Denton, Texas 76226. The Owner has filed an application requesting the City of Denton to abandon and release a public utility easement dedicated to the City on January 23, 2003 ("Subject Easement"), so that it may continue to erect planned residential improvements known as Country Club Village, Phase 3A.

The Subject Easement to be abandoned was dedicated to the City of Denton ("City") to install utility lines between ClubView Dr. and US Hwy 377. No City utility lines were ever installed within the Subject Easement. An alternate route was used to serve the development with City utilities. The Owner plans to design and develop the tract currently zoned residential with single-family homes.

Staff has reviewed and approved the planned public improvements for the residential development, which renders the Subject Easement no longer necessary for any current or future needs.

The Owner has paid the Easement Abandonment Application fee of Three Thousand Two Hundred Eighty-Six and 00/100 ($3,286.00). In accordance with Texas Local Government Code, Section 272, an independent appraisal of the Subject Easement was obtained. An independent appraisal of the Subject Easement area was provided by the owner. Given no City infrastructure was ever installed, staff recommends abandoning and releasing the Subject Easement at no additional cost to the Owner.

Staff performs the following analysis for each easement abandonment request ("EAR") received:

- ☐ Is the Subject Easement considered "excess easement"?
- ☐ Does the Subject Easement have a current or future public use?
- ☐ Is it in the best interests of the general public to abandon the City's rights in the Subject Easement?

Staff findings on this analysis are as follows:

1. The requested public utility easement known as the Subject Easement, does fit the criteria of "excess easement." Excess easement is defined as: Property rights acquired or used by the City for easements subsequently declared excess (not needed for any public utility project, the continuation of operation and maintenance of the public utility, and/or foreseeable public utility improvement applications in the future).
2. No, the public utility easement is not slated for utilization for any future public utility facilities.
3. The abandonment of the public utility easement is in the public's best interest, because the area of the Subject Easement is no longer needed for public utility and the area encumbered can be freed up for other uses.

If a Council member determines that he or she has a conflict of interest pursuant to the Ethics Ordinance, he or she may contact the City Attorney's Office to have a Recusal Form prepared prior to consideration of this agenda item.

OPTIONS
1. Approve proposed ordinance.
2. Decline to approve proposed ordinance.

RECOMMENDATION
Staff recommends approval of the ordinance.

ESTIMATED SCHEDULE OF PROJECT
Project is under construction.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
N/A

FISCAL INFORMATION
All costs associated with the processing of the abandonment request are being borne by the Applicant.

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Site Map
Exhibit 3 – Ordinance

Respectfully submitted:
Captoria Brown
Senior Real Estate Specialist

~Location of 16 Ft. Underground Utility Easement



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DENTON PROVIDING FOR THE ABANDONMENT, RELINQUISHMENT AND QUITCLAIM A PUBLIC UTILITY EASEMENT (APPROXIMATELY 0.377 ACRES), SITUATED IN THE H.H. HAYGOOD SURVEY, ABSTRACT NUMBER 517, OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, GRANTED TO THE CITY OF DENTON BY CARMEN INVESTMENTS, INC., IN COUNTY CLERK FILE NO. 2003-R0023064; PROVIDING FOR THE QUITCLAIM THEREOF TO CARMEN INVESTMENTS, INC., A TEXAS CORPORATION; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM MADE HEREIN; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF DENTON AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT HEREIN; PROVIDING FOR CONSIDERATION TO BE PAID TO THE CITY OF DENTON; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City") is the holder of a Public Utility Easement granted to the City of Denton by recorded instrument No. 2003-R0023064 in the Real Property Records of Denton County, Texas (the "Subject Easement"); and

WHEREAS, Carmen Investments, Inc., a Texas Corporation ("Owner" or "Grantee"), is the record abutting owner of the property subject to the Subject Easement, ownership granted by Special Warranty Deed recorded by County Clerk File Number 2025-20138, Real Property Records, Denton County, Texas; and

WHEREAS, the Subject Easement encumbers a portion of the Owner's Lot, known as Country Club Village, Phase 3A Lot 1, Block A an addition to the City of Denton, Denton County, Texas, Document Number 2021-489, Plat Records, ("Final Plat") and restricts the Lot from being developed in compliance with the Denton Development Code; and

WHEREAS, the Owner has requested the City to abandon, relinquish, and quitclaim a public utility easement conveyed to City of Denton by instrument No. 2003-R0023064. The Subject Easement to be abandoned is approximately 0.377-acres (the "Abandonment Tract"), as described and depicted in Exhibit "A" attached hereto; and

WHEREAS, the City Engineer, and Public Works staff have confirmed that the property has been developed in such a manner that the Abandonment Tract is no longer necessary to address previous public utility easement concerns on the property or for any current or future public utility easement; and

WHEREAS, Section 272.001(b)(2) of the Texas Local Government Code provides an applicable exception to the notice and bidding requirements where land and interests to be abandoned are designated or used by easement, fair market value has been determined, and the exchange transaction is with an adjacent landowner; and

WHEREAS, Section 272.001 also provides that the land and those interests may be conveyed, sold, or exchanged for less than the fair market value if exchanged with an abutting property owner who owns the underlying fee simple; and

WHEREAS, an independent appraisal of the Subject Easement area was provided by the Owner and it lists the fair market value at Nine Hundred Fifty-Two and 00/100 Dollars ($952.00); and

WHEREAS, staff recommends the abandonment of the Abandonment Tract at no cost to the Owner as the City acquired the easements by dedication at no cost and the existing public utility easement is no longer required by the City. The Abandonment Tract has no identified current or future use; and

WHEREAS, the City Council of the City of Denton, acting pursuant to law and upon the request and petition of the Owner is of the opinion that the best interest and welfare of the City will be served by abandoning, releasing and quitclaiming the City of Denton's right, title and interest in and to the Subject Easement to the Grantee, and is of the opinion that, subject to the terms and conditions hereinafter provided, the Subject Easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to the Grantee as hereinafter provided, for consideration hereinafter stated; and

WHEREAS, the City Council of the City of Denton is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the Abandonment Tract to the Grantee for the consideration and subject to the terms and conditions hereinafter more fully set forth; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations and finding set forth above are incorporated herein by reference.

SECTION 2. That the City of Denton hereby abandons, relinquishes and quitclaims all of its right, title and interest in and to the approximately 0.377-acre public utility easement conveyed to City of Denton by instrument No. 2003-R0023064 and more particularly described in Exhibit A, attached hereto and made apart hereof; subject to the conditions hereinafter more fully set out.

SECTION 3. That for and in consideration described in Sections 4 and 7, the City of Denton does by these presents **FOREVER QUITCLAIM** unto the said **Grantee**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title in and to the certain tract(s) or parcel(s) of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **Grantee** forever may be abandoned, released, and vacated.

SECTION 4. That the abandonment and quitclaim provided for herein is made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 5. That the terms and conditions contained in this ordinance shall be binding upon Grantee, its heirs, successors and assigns.

SECTION 6. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement, and interest, and shall be construed to extend only to that interest the Governing Body of the City of Denton may legally and lawfully abandon and vacate.

SECTION 7. **THAT AS A CONDITION OF THIS ABANDONMENT AND AS A PART OF THE CONSIDERATION FOR THE QUITCLAIM TO GRANTEE HEREIN, GRANTEE, ITS/THEIR HEIRS/SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS THE CITY OF DENTON AS TO ANY AND ALL CLAIMS FOR DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY OR FROM: (I) THE USE AND OCCUPANCY OF THE AREA DESCRIBED IN EXHIBIT A BY GRANTEE, ITS/THEIR HEIRS/SUCCESSORS AND ASSIGNS; (II) THE PRESENCE, GENERATION, SPILLAGE, DISCHARGE, RELEASE, TREATMENT OR DISPOSITION OF ANY HAZARDOUS SUBSTANCE ON OR AFFECTING THE AREA SET OUT IN EXHIBIT A, (III) ALL CORRECTIVE ACTIONS CONCERNING ANY DISCOVERED HAZARDOUS SUBSTANCES ON OR AFFECTING THE AREA DESCRIBED IN EXHIBIT A, WHICH GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS AGREE TO UNDERTAKE AND COMPLETE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS; AND (IV) THE ABANDONMENT, CLOSING, VACATION AND QUITCLAIM BY THE CITY OF DENTON OF THE AREA SET OUT IN EXHIBIT A. GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS HEREBY AGREE TO DEFEND ANY AND ALL SUITS, CLAIMS, OR CAUSES OF ACTION BROUGHT AGAINST THE CITY OF DENTON ON ACCOUNT OF SAME, AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST THE CITY OF DENTON IN CONNECTION THEREWITH. FOR PURPOSES HEREOF, "HAZARDOUS SUBSTANCE" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCES" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. SECTION 9601 ET SEQ., AS AMENDED; (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261 ET SEQ., AS AMENDED; (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATING OILS; (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. SECTION 651 ET SEQ., AS AMENDED; (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. SECTION 6901 ET SEQ., AS AMENDED; AND (F) ANY "CHEMICAL SUBSTANCE" UNDER THE TOXIC SUBSTANCE CONTROL ACT, 15 U.S.C. SECTION 2601 ET SEQ., AS AMENDED. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION I N C L U D E ALL PAST AND FUTURE AMENDMENTS THERETO,**

AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

SECTION 8. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Denton County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee.

SECTION 9. Notwithstanding anything to the contrary contained in this Ordinance, the City of Denton retains and reserves any and all easements, rights of way, and any other rights or interests, other than the Abandonment Tract abandoned, relinquished and quitclaimed in Section 2 above, whether acquired, obtained, owned, or claimed by the City of Denton or public, by, through, or under conveyance, dedication by plat, or other express dedication, implied dedication, prescription, or by any other manner or means, in or to lands in which the Subject Easements may cover, encumber, include, cross, or overlap.

SECTION 10. The City Manager, or designee, is authorized to execute a quitclaim deed document evidencing the abandonment of the Abandonment Tract suitable for recordation in the Real Property Records of Denton County, Texas.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the public street and thoroughfare is located, which certified copy shall be delivered to the Director of Department of Development Services, or designee.

SECTION 12. The provisions of this Ordinance are severable, and the invalidity of any phrase, clause, or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

SECTION 13. This Ordinance shall become effective immediately upon its passage and approval.

[Signatures to appear on the following page.]

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:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Ruhmor, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee: At Large Place 5	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

EXHIBIT A

(Public Utility Easement Abandonment)

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services, Real Estate**

ACM: **Kenneth Hedges**

DATE: **June 16, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton providing for the abandonment, relinquishment, and quitclaim of a portion of various: (I) permanent water easements, (II) permanent wastewater easements, (III) permanent electric easements, and (IV) temporary construction easements, generally located along Interstate 35 North, U.S. Highway 380 (University Drive) to U.S. Highway 77 to Milam Road, situated in the BBB & C RR Co Survey, Abstract No. 141, Ignacio De-Los-Santos Coy Survey, Abstract No. 212, S. Johnson Survey, Abstract No. 683, Alexander White Survey, Abstract No. 1406, John Ayers Survey, Abstract No. 2, Francis Batson Survey, Abstract No. 43, Nathan Wade Survey, Abstract No.1407, Eugene Puchalski Survey, Abstract No. 996, BBB & C RR Co Survey, Abstract No. 192, all in the City and County of Denton, Texas, and more particularly described in the attached Exhibit "A" (collectively, the "Property Interests") to be recorded by Denton County Clerk, Real Property Records, Denton County, Texas granted to the State of Texas Department of Transportation ("TxDOT") by the City of Denton; providing for the quitclaim thereof to TxDOT; providing for the terms and conditions of the abandonment, relinquishment, and quitclaim made herein; providing for the conveyance of easements to the TxDOT; providing for the indemnification of the City of Denton against damages arising out of the abandonment herein; providing for consideration to be paid to the City of Denton; providing for severability and an effective date.

BACKGROUND

The TxDOT right-of-way expansion and improvement project, Segments CSJ 0195-03-074, CSJ 0195-03-087 and CSJ 0195-03-90, requires the relocation of existing City water, wastewater and electric infrastructure from its current location along the IH-35N frontage road into new easements. The costs to acquire new easements and to relocate the facilities are eligible for State reimbursement authorized by the reimbursement agreement(s) approved by the City Council on August 16, 2022.

Prior to issuing the reimbursements for the relocated and no longer needed easements as authorized by the Agreement, TxDOT requires that the City quitclaim, abandon and release its interests in the newly acquired TxDOT right-of-way along I-35. Kimley-Horn and Associates, Inc. has identified forty-three (43) easement interests to be abandoned and quit claimed. Approval of this item will authorize the quitclaim to TxDOT, thereby fulfilling the State's reimbursement requirement.

If a Council member determines that he or she has a conflict of interest pursuant to the Ethics Ordinance, he or she may contact the City Attorney's Office to have a Recusal Form prepared prior to consideration of this agenda item.

OPTIONS

1. Approve proposed ordinance
2. Decline to approve proposed ordinance
3. Table for future consideration.

RECOMMENDATION

Staff recommends adoption of the Ordinance.

ESTIMATED SCHEDULE OF PROJECT

Construction of the I35N TX DOT Utility Split to Milam Segments CSJ 0195-03-074, CSJ 0195-03-087, and CSJ 0195-03-090 project is complete.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

January 14, 2020, City Council approved Ordinance No. 20-040
January 12, 2021, City Council approved Ordinance No. 21-019
August 3, 2021, City Council approved Ordinance No. 21-1528
August 16, 2022, City Council approved Ordinance No. 22-1513

FISCAL INFORMATION

N/A

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Quitclaim Deed
Exhibit 3 - Location Map
Exhibit 4 - Ordinance

Respectfully submitted:
Captoria Brown
Senior Real Estate Specialist

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 12/19)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO THE STATE OF TEXAS.

QUITCLAIM DEED

THE STATE OF TEXAS §
COUNTY OF Denton

ROW CSJ: 0195-03-074,087,090

KNOW ALL MEN BY THESE PRESENTS:

That, the City of Denton of the County of Denton, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Denton, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the _____day of _____, 20___.

_____ _____

_____ _____

_____ _____

Grantee's Address: _____

_____

Acknowledgement

State of Texas
County of Denton

This instrument was acknowledged before me on _____

by_____.

The acknowledging person(s) personally appeared by:

□ physically appearing before me.
□ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Denton

This instrument was acknowledged before me on _____by

_____, _____

of _____, a _____

corporation, on behalf of said corporation. The acknowledging person(s) personally appeared by:

□ physically appearing before me.
□ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

_____
Notary Public's Signature

EXHIBIT A
Subject Easements
(Various Permanent Water and Wastewater Easements, Drainage Easement Abandonment, & Electric Easements list)

DocuSign Envelope ID: CCA5C766-F395-4E15-B5AF-77E899E085EE

CSJ 0195-03-074

EXHIBIT A

Parcel #	Property Owner	SOS Officer	PDF Page
1	BLUE BEACON INTERNATIONAL, INC.	Guy Walker, President	
2	CATDENTON 35 SIX, INC.	Shula Netzer, President	
8	CATDENTON 35, INC.	Shula Netzer, President	
11	NDMAC, LTD.	Nathan McClain, President	
14	MUSKET CORPORATION	Frank C. Love, IV, President	
16	KAL CRAWFORD	N/A – Individual owner	

DocuSign Envelope ID: CCA5C766-F395-4E15-B5AF-77E899E085EE

CSJ 0195-03-087

EXHIBIT A

Parcel #	Property Owner	SOS Officer	PDF Page
2	Kaylan's, Inc.	Karim Kalyan, President	
3	Single Tenant Realty I, Ltd.	Marshall Merritt, President	
4	Rayzor Ranch Land Associates, LLC	Alan Hassenflu, Manager	
5	Maruti Jalaram, L.L.C	Mayur Patel, Manager	
6	Coconut Properties, LLC	Kathleen Mullins Jost, Manager	
8	Pace Hotels, L.L.C	Paraskumar Bhagat, Member	
9	Health Services of North Texas, Inc	Doreen M. Rue, CEO	
14	Three Willows Land Development, LLC	Jon Seib, Director	
15A	Hunt Windsor LLC	Ryan McCrory, Executive Vice President	
15B	CPR/AR Prose Windsor Owner, L.P	V. Jay Hiemenz	
16	Zimmerer Denton, LLC	Larry Zimmerer, Partner	
16.1	Salvaging Teens at Risk, Inc.	Paula Kelley, President	
17	RV Land Acquisition, LP	McKinley R. Semrau, President	
19	CATDENTON 35, FOUR, INC	Shula Netzer, President	
20	Wilbarger Street, LP	Don R O'Neal, President	
21	The Rocklin-Denton Group	R. Harvey Johnston III, Partner	
25	Lisa J. Harris Investment Trust	Lisa J. Harris, Trustee	
36	Westglen Partners, Ltd	Kent Key, Director	
38	Love's Travel Stops & Country Stores, Inc	Frank C. Love, IV, President	
39	Mark D. Foster and Madeliene M. Foster, husband and wife	Mark D. Foster and Madeliene M. Foster	
40	TA Operating, LLC	Barry A. Richards, President	

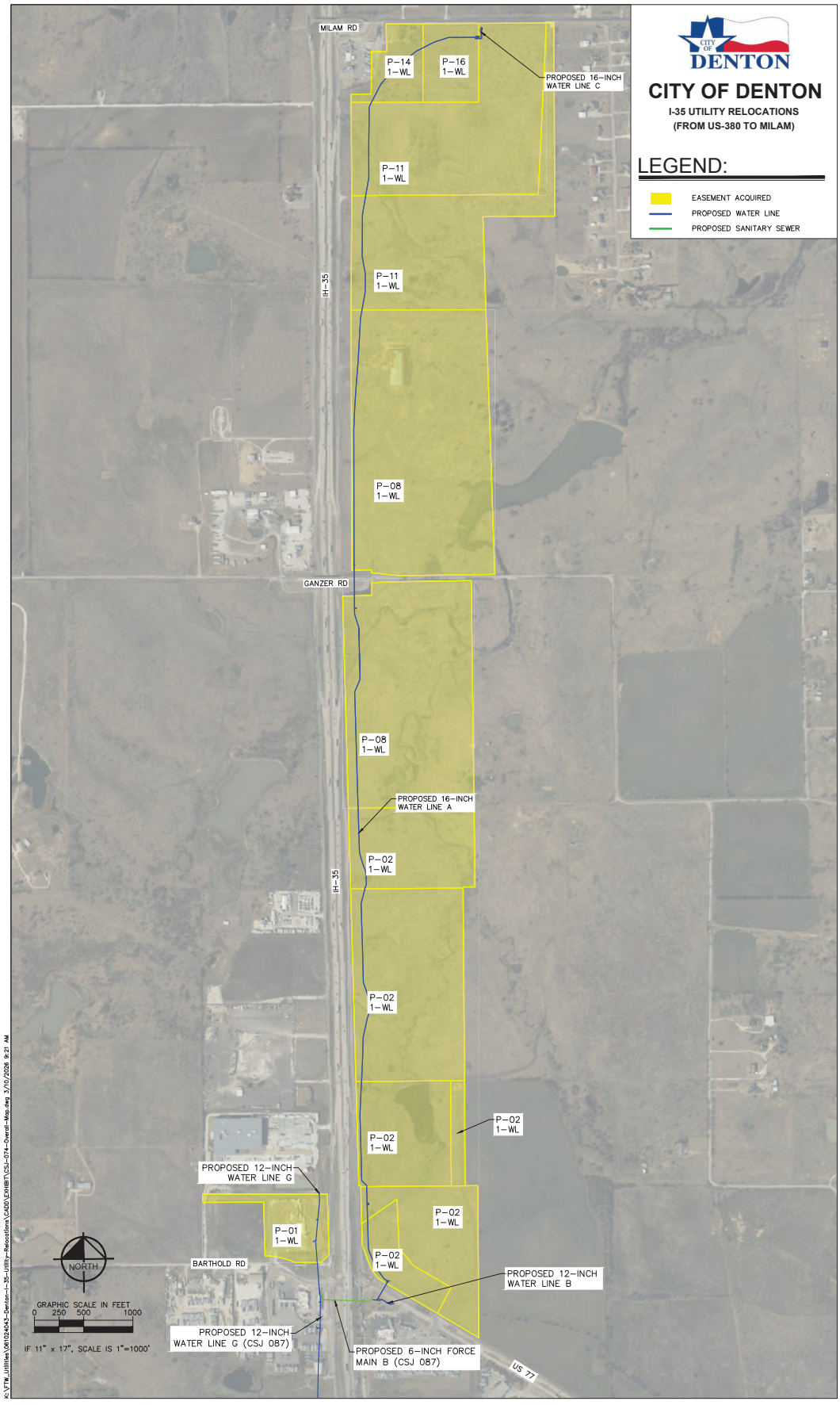
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EXHIBIT A

Parcel #	Property Owner	SOS Officer	PDF Page
5	Dzezair Ahmeti: as to an undivided 49.5% interest and Struga Partners, Ltd., a Texas limited partnership; as to the residue	Dzezair Ahmeti, Manager	
6	STRUGA PARTNERS, LTD., a Texas limited partnership; c/o: STRUGA MANAGEMENT, L.L.C, its general partner	Dzezair Ahmeti, Manager	
9	2701 W. Oak Street LLC, a Texas limited liability company	Mary B. Hudleson, Managing Member	
10	County of Denton	Jody Gonzalez, County Administrator	
11	Ben E Keith Company, a Texas corporation	Robert Hallam Jr., President	
16	Ben E Keith Company, a Texas corporation	Robert Hallam Jr., President	
17	Ben E Keith Company, a Texas corporation	Robert Hallam Jr., President	
19.1	Texas Blue Horseshoe, Ltd. A Texas limited partnership c/o Texas Blue Horseshoe GP, Inc., its general partner	Stacy Standridge, President	
19.2	V LAND DENTON LLC, a Texas limited liability company PS LPT PROPERTIES INVESTORS, a Maryland Trust	Mark McDowell, Manager Todd Andrews, President	
19.3	V LAND DENTON LLC, a Texas limited liability company	Mark McDowell, Manager	
20	Newland HQ, LLC, a Texas limited liability company	Jason Downing, Director	
24	Retail Buildings, Inc, a Oklahoma corporation	Elaine M. Braum, President	
25	McDonald's USA, LLC, successor-by-merger to Golden Arch Limited Partnership d/b/a Delaware Golden Arch Limited Partnership, a Delaware limited partnership	Christopher Kempczinski, President	
26	CB Portfolio Owner LLC, a Delaware limited liability company	James Hennessey, Governing Person	
27	Victron Stores LP, a Texas limited partnership C/O Victron Investment, LLC, it's General Partner	Ginger Kelly, Registered Agent	
124	University of North Texas F/K/A North Texas State Teachers College		

EXHIBIT B
Abandonment of Tracts Map

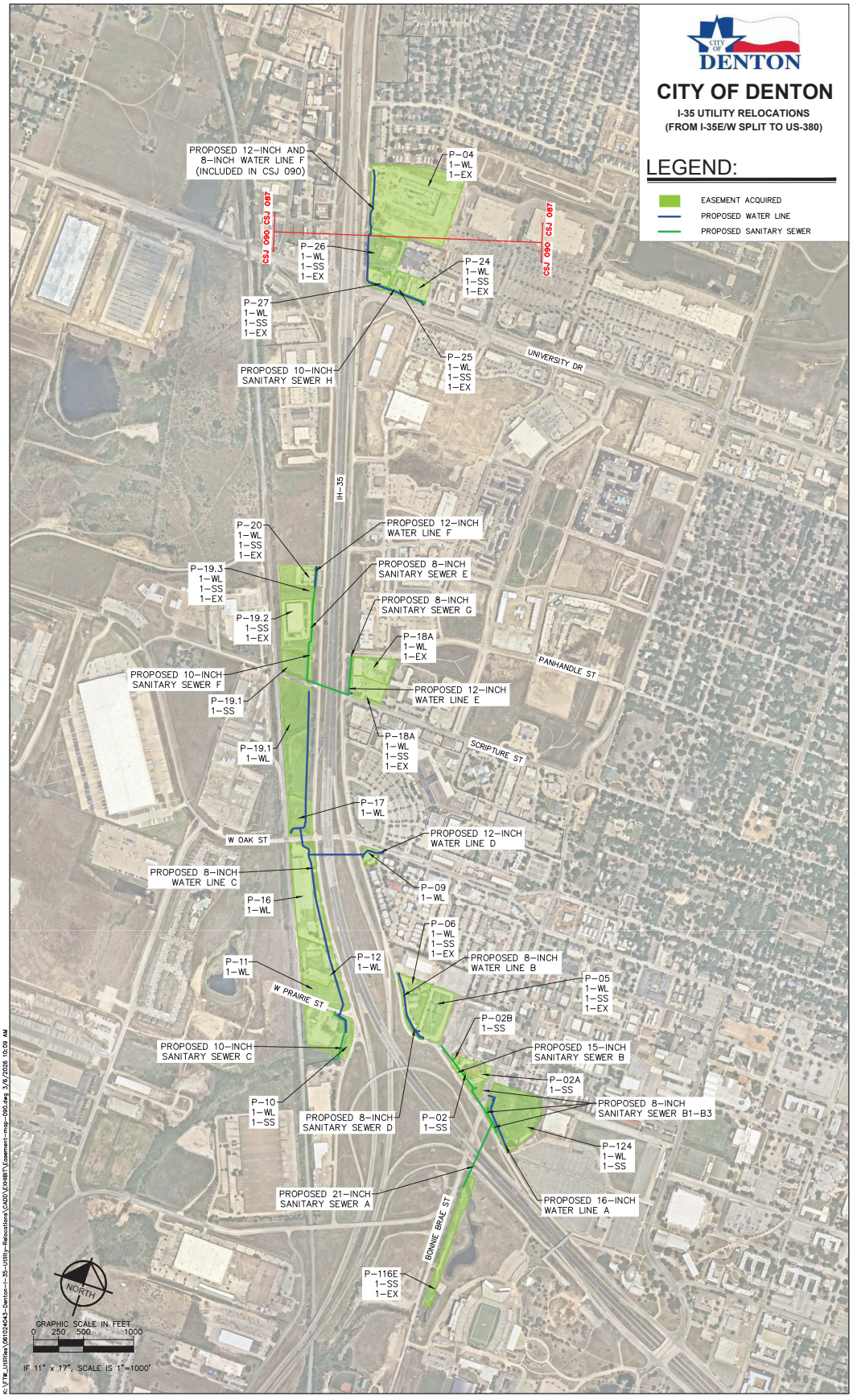
RELOCATIONS CSJ 074
EASEMENT MAP



RELOCATIONS CSJ 087
EASEMENT MAP



RELOCATIONS CSJ 090
EASEMENT MAP



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON PROVIDING FOR THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM OF A PORTION OF VARIOUS: (I) PERMANENT WATER EASEMENTS, (II) PERMANENT WASTEWATER EASEMENTS, (III) PERMANENT ELECTRIC EASEMENTS, AND (IV) TEMPORARY CONSTRUCTION EASEMENTS, GENERALLY LOCATED ALONG INTERSTATE 35 NORTH, U.S. HIGHWAY 380 (UNIVERSITY DRIVE) TO U.S. HIGHWAY 77 TO MILAM ROAD, SITUATED IN THE BBB & C RR CO SURVEY, ABSTRACT NO. 141, IGNACIO DE-LOS-SANTOS COY SURVEY, ABSTRACT NO. 212, S. JOHNSON SURVEY, ABSTRACT NO. 683, ALEXANDER WHITE SURVEY, ABSTRACT NO. 1406, JOHN AYERS SURVEY, ABSTRACT NO. 2, FRANCIS BATSON SURVEY, ABSTRACT NO. 43, NATHAN WADE SURVEY, ABSTRACT NO.1407, EUGENE PUCHALSKI SURVEY, ABSTRACT NO. 996, BBB & C RR CO SURVEY, ABSTRACT NO. 192, ALL IN THE CITY AND COUNTY OF DENTON, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" (COLLECTIVELY, THE "PROPERTY INTERESTS") TO BE RECORDED BY DENTON COUNTY CLERK, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS GRANTED TO THE STATE OF TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT") BY THE CITY OF DENTON; PROVIDING FOR THE QUITCLAIM THEREOF TO TXDOT; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM MADE HEREIN; PROVIDING FOR THE CONVEYANCE OF EASEMENTS TO THE TXDOT; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF DENTON AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT HEREIN; PROVIDING FOR CONSIDERATION TO BE PAID TO THE CITY OF DENTON; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City" or "Grantor") is the holder of various easement property interests described in the attached Exhibit "A" granted to the City of Denton, Texas that were recorded by Denton County Clerk, Real Property Records of Denton County, Texas (the "Subject Easements"); and

WHEREAS, the Subject Easements were previously approved by Ordinance 22-1513, authorizing the use of Eminent Domain to condemn property interest if agreement could not be reached; authorizing the City Attorney, or their designee, to file eminent domain proceedings if necessary, and the reimbursement of the costs of acquiring the Subject Easements was authorized by the reimbursement agreement(s) approved by the City Council on August 16, 2022, granted by the City of Denton, Texas; and

WHEREAS, TxDOT ("Grantee") has requested the City to abandon, relinquish, and quitclaim various easement property interests owned by the City ("Abandonment Tracts"), as the Abandonment Tracts encumber an area of TxDOT's property and the area of the Abandonment Tracts is generally described in Exhibit "B"; and

WHEREAS, various infrastructure has been relocated by City Staff eliminating the need for the Abandonment Tracts; and

WHEREAS, City Staff reviewed the request from TxDOT to determine that the Abandonment Tracts are no longer necessary for any current or future public utility project which will allow for the area to be developed with permitted improvements, and City Staff recommends the Abandonment Tracts be released, abandoned, and quitclaimed in its entirety as specified herein; and

WHEREAS, the City Engineer and Capital Projects staff have confirmed that the property has been developed in such a manner that the Abandonment Tracts are no longer necessary to address previous public utility concerns on the property or for any current or future public utility projects; and

WHEREAS, Staff recommends releasing the Abandonment Tracts for reimbursement cost to the Grantor as set forth in the reimbursement agreement(s) between Grantor and Grantee; and

WHEREAS, the City Council of the City of Denton, acting pursuant to law and upon the request and petition of Grantee deems it advisable to abandon and quitclaim the Abandonment Tracts to Grantee, and is of the opinion that, subject to the terms and conditions herein provided, said is/are not need for municipal or public use, and same should be abandoned and quitclaimed to Grantee, as hereinafter stated; and NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations and findings set forth above are incorporated herein by reference.

SECTION 2. That the City of Denton shall abandon the Abandonment Tracts upon completion of relocation and removal of the existing utilities to the Subject Easements. Subject to the foregoing, the City relinquishes and quitclaims all of its right, title and interest in and to the Abandonment Tracts described in Exhibit B, attached hereto and made apart hereof; subject to the conditions hereinafter more fully set out.

SECTION 3. That for and in monetary consideration of the sum of approximately **Forty-Two Million, Five Hundred Thirty-Six Thousand, Twenty-Seven and 28/100 Dollars ($42,536,027.28)** to be paid by TxDOT, and the further consideration described in Sections 4, 7 and 9, the City of Denton does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title in and to the certain tract(s) or parcel(s) of land hereinabove described in Exhibit B. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever may be abandoned, released, and vacated.

SECTION 4. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 5. That the terms and conditions contained in this ordinance shall be binding upon

the **GRANTEE**, its heirs, successors and assigns.

SECTION 6. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the City Council of the City of Denton may legally and lawfully abandon, relinquish and quitclaim.

SECTION 7. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to the Abandonment Tracts shall not become effective until and unless the existing installations and facilities are relocated, and reimbursed at Grantee's expense, to the Subject Easements and acceptable to the City as is hereinafter provided. Failure to relocate to the Subject Easements and reimbursement of cost to the **GRANTOR** in accordance with the terms of this section shall render this ordinance null and void and of no further effect.

SECTION 8. Upon evidence showing satisfaction of the above requirements, the City Manager, or designee, is authorized to execute a **QUITCLAIM DEED** document evidencing the abandonment of the Abandonment Tracts, suitable for recordation in the Real Property Records of Denton County, Texas.

SECTION 9. That, upon receipt of the monetary consideration set forth in Section 3, the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Denton County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee.

SECTION 10. Notwithstanding anything to the contrary contained in this ordinance, the City of Denton retains and reserves any and all easements, rights of way, and any other rights or interests, other than the Abandonment Tracts abandoned, relinquished and quitclaimed in Section 2 above, whether acquired, obtained, owned, or claimed by the City of Denton or public, by, through, or under conveyance, dedication by plat, or other express dedication, implied dedication, prescription, or by any other manner or means, in or to lands in which the Subject Easements may cover, encumber, include, cross, or overlap.

SECTION 11. **TO THE EXTENT PERMITTED BY LAW, THAT AS A CONDITION OF THIS ABANDONMENT AND AS A PART OF THE CONSIDERATION FOR THE QUITCLAIM TO GRANTEE HEREIN, GRANTEE, ITS/THEIR HEIRS/SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS THE CITY OF DENTON AS TO ANY AND ALL CLAIMS FOR DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY OR FROM: (I) THE USE AND OCCUPANCY OF THE AREA DESCRIBED IN EXHIBIT A BY GRANTEE, ITS/THEIR HEIRS/SUCCESSORS AND ASSIGNS; (II) THE PRESENCE, GENERATION, SPILLAGE, DISCHARGE, RELEASE, TREATMENT OR DISPOSITION OF ANY HAZARDOUS SUBSTANCE ON OR AFFECTING THE AREA SET OUT IN EXHIBIT A, (III) ALL CORRECTIVE ACTIONS CONCERNING ANY DISCOVERED HAZARDOUS SUBSTANCES ON OR AFFECTING THE AREA DESCRIBED IN EXHIBIT A, WHICH GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS AGREE TO UNDERTAKE AND COMPLETE IN ACCORDANCE WITH APPLICABLE FEDERAL,**

STATE AND LOCAL LAWS AND REGULATIONS; AND (IV) THE ABANDONMENT, CLOSING, VACATION AND QUITCLAIM BY THE CITY OF DENTON OF THE AREA SET OUT IN EXHIBIT A. GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS HEREBY AGREE TO DEFEND ANY AND ALL SUITS, CLAIMS, OR CAUSES OF ACTION BROUGHT AGAINST THE CITY OF DENTON ON ACCOUNT OF SAME, AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST THE CITY OF DENTON IN CONNECTION THEREWITH. FOR PURPOSES HEREOF, "HAZARDOUS SUBSTANCE" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCES" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. SECTION 9601 ET SEQ., AS AMENDED; (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261 ET SEQ., AS AMENDED; (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATING OILS; (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. SECTION 651 ET SEQ., AS AMENDED; (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. SECTION 6901 ET SEQ., AS AMENDED; AND (F) ANY "CHEMICAL SUBSTANCE" UNDER THE TOXIC SUBSTANCE CONTROL ACT, 15 U.S.C. SECTION 2601 ET SEQ., AS AMENDED. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION INCLUDE A LL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

SECTION 12. The provisions of this ordinance are severable, and the invalidity of any phrase, clause, or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 13. This ordinance shall become effective immediately upon its passage and approval.

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

EXHIBIT A
Subject Easements
(Various Permanent Water and Wastewater Easements, Electric Easement & Abandonment, list)

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CSJ 0195-03-074

EXHIBIT A

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8	CATDENTON 35, INC.	Shula Netzer, President	
11	NDMAC, LTD.	Nathan McClain, President	
14	MUSKET CORPORATION	Frank C. Love, IV, President	
16	KAL CRAWFORD	N/A – Individual owner	

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CSJ 0195-03-087

EXHIBIT A

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6	Coconut Properties, LLC	Kathleen Mullins Jost, Manager	
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36	Westglen Partners, Ltd	Kent Key, Director	
38	Love's Travel Stops & Country Stores, Inc	Frank C. Love, IV, President	
39	Mark D. Foster and Madeliene M. Foster, husband and wife	Mark D. Foster and Madeliene M. Foster	
40	TA Operating, LLC	Barry A. Richards, President	

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EXHIBIT A

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10	County of Denton	Jody Gonzalez, County Administrator	
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19.3	V LAND DENTON LLC, a Texas limited liability company	Mark McDowell, Manager	
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25	McDonald's USA, LLC, successor-by-merger to Golden Arch Limited Partnership d/b/a Delaware Golden Arch Limited Partnership, a Delaware limited partnership	Christopher Kempczinski, President	
26	CB Portfolio Owner LLC, a Delaware limited liability company	James Hennessey, Governing Person	
27	Victron Stores LP, a Texas limited partnership C/O Victron Investment, LLC, it's General Partner	Ginger Kelly, Registered Agent	

EXHIBIT B

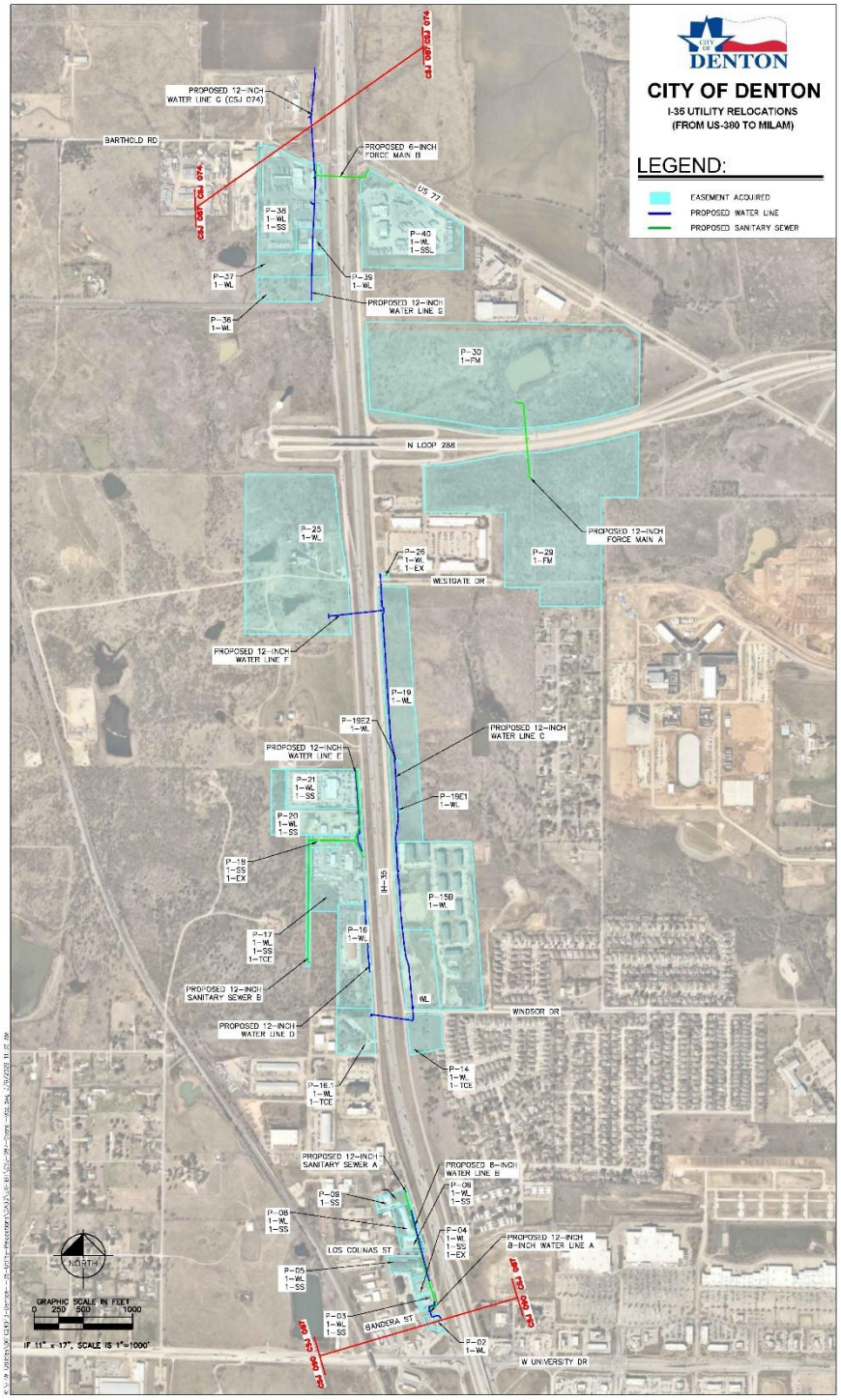
Abandonment of Tract

RELOCATIONS CSJ 074
EASEMENT MAP

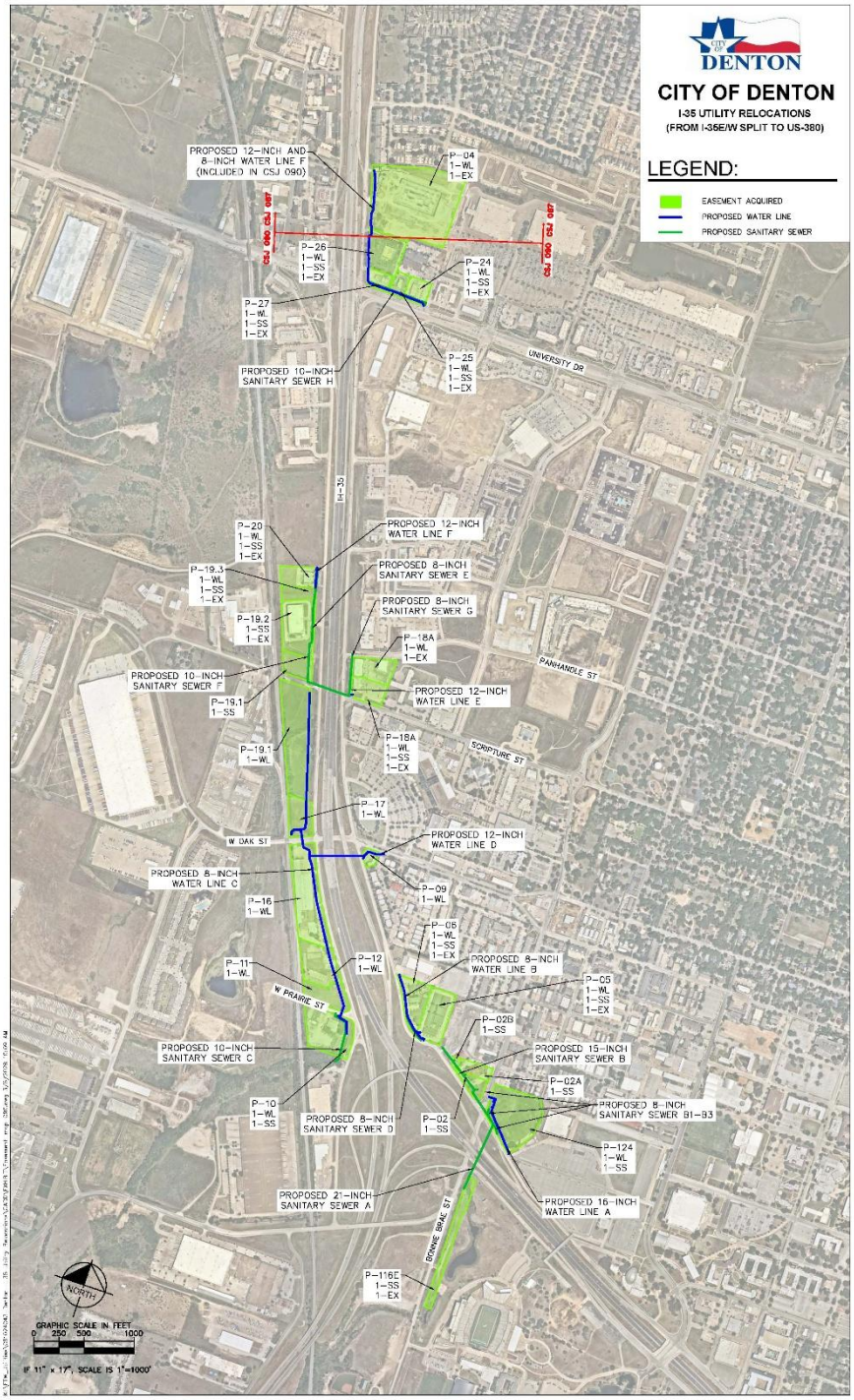


ts Map

RELOCATIONS CSJ 087
EASEMENT MAP



RELOCATIONS CSJ 090
EASEMENT MAP



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: Kenneth Hedges

DATE: June 16, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager, or their designee, to execute a development agreement with JSC-CCI DENTON I, LLC and JSC-CCI DENTON II, LLC for removal of an existing sewer line; construction and removal of a temporary sewer line to serve the Summit35 Development, generally located north of Loop 288 and east of North I-35 within the city limits of Denton, Texas; the Developers' grant of a 40 foot water easement for future use by the City; the abandonment of related easements; and providing an effective date.

BACKGROUND

Summit35 is a development at 6280 N I-35 in the City of Denton. The development is for industrial warehouses on approximately 68.175 acres of land. The development is impacted by the City's Milam Creek Basin Wastewater Line and Lift Station Project, which will relocate and add water and wastewater utilities between US Highway 77 and Ganzer Road in advance of TxDOT's I-35 expansion by installing approximately 9,600 feet of wastewater pipeline. The development is encumbered by a wastewater easement for the existing pipe that can't be abandoned until the City's project is completed which is tentatively scheduled for completion in November or December of this year.

The Developer has requested to begin construction of the Summit35 development before completion of the CIP Project and the City and the Developer are seeking to enter into an agreement for the Developer to provide for the design, construction, installation, and removal of an 8-inch temporary sewer line and removal of the existing wastewater line after construction of the temporary line at Developer's sole expense. The agreement allows for the Developer to begin construction as soon as they meet the standards requirements for construction prior to being given notice to proceed; however, the temporary line and abandonment of existing easement would be required prior to construction occurring in that area. Additionally, in exchange for the City allowing for the temporary line, the Developer has agreed to grant a 40-foot public water utility easement to the City for a future water line along the property's southern boundary and Loop 288 that is a part of the Future Loop 288 Transmission Main CIP project and part of the City's master plan. The approval of the agreement would allow for future cost savings in the need of acquiring the easement from this property owner and allow the development to begin approximately 6-8 months earlier.

RECOMMENDATION:

Staff recommends approval of this request.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

None.

FISCAL INFORMATION
None.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

Respectfully submitted:
Charlie Rosendahl
Director of Development Services

Prepared by:
Mitchell Stoltz
Management Analyst

ORDINANCE NO. 26-0762

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE A DEVELOPMENT AGREEMENT WITH JSC-CCI DENTON I, LLC AND JSC-CCI DENTON II, LLC FOR REMOVAL OF AN EXISTING SEWER LINE; CONSTRUCTION AND REMOVAL OF A TEMPORARY SEWER LINE TO SERVE THE SUMMIT35 DEVELOPMENT, GENERALLY LOCATED NORTH OF LOOP 288 AND EAST OF NORTH I-35 WITHIN THE CITY LIMITS OF DENTON, TEXAS; THE DEVELOPERS' GRANT OF A 40 FOOT WATER EASEMENT FOR FUTURE USE BY THE CITY; THE ABANDONMENT OF RELATED EASEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the "City") and JSC-CCI DENTON I, LLC and JSC-CCI DENTON II, LLC (collectively the "Developer Parties") mutually desire to enter into an agreement, attached hereto as Exhibit "A" and fully incorporated herein for all purposes, for the removal of an existing sewer line; construction, dedication, and subsequent removal of a temporary sewer line; the Developer Parties' grant of a 40 foot water easement, and the abandonment of related easements (the "Agreement"); and

WHEREAS, the Developer Parties intend to own approximately 68.175 acres of land, generally located north of Loop 288 and east of North I-35 within the city limits of Denton (the "Summit35 Development"), and are in the process of developing and improving the property for industrial warehouses; and

WHEREAS, the City's Capital Improvement Plan calls for relocation of water and wastewater utilities as part of the Milam Creek Basin Wastewater Line and Lift Station Project – CIP 220020-1 (the "CIP Project"); and

WHEREAS, the CIP Project has an expected completion date in December of 2026; and

WHEREAS, the CIP Project calls for installing approximately 9,600 feet of wastewater pipeline along I-35 within a designated utility easement that extends into the Summit35 Development; and

WHEREAS, the Developer Parties wish to begin construction of the Summit35 Development before completion of the CIP Project, to remove an existing 8-inch existing sewer line (the "Existing Line"), and to construct, and later remove, an 8-inch temporary sewer line to be dedicated to the City (the "Temporary Line"); and

WHEREAS, the Developer Parties recognize the City has an interest in ensuring that the Temporary Line, which will become public property upon completion and acceptance by the City, is properly constructed in accordance with the plans and specifications approved by the City; and

WHEREAS, at their sole cost and expense, the Developer Parties will remove the Existing Line and, upon the City's completion of the CIP project, remove the Temporary Line; and

WHEREAS, prior to the City's acceptance of the Temporary Line, the Developer Parties will grant a forty (40) foot water utility easement to the City for a future water line along the

southern boundary of the Summit35 Development; and

WHEREAS, upon the Developer Parties' compliance with all terms and conditions related to easement abandonment, the City will abandon easements associated with the Summit35 Development, as outlined in the Agreement.

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 hereby incorporated into the body of this Ordinance.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Development Agreement attached hereto and incorporated herein as Exhibit "A".

SECTION 3. The City Council of the City of Denton hereby authorizes the City Manager to execute quitclaim deeds evidencing the abandonment of easements stated in, and pursuant to the terms of and conditions of, the Development Agreement attached hereto as Exhibit "A".

SECTION 4. The City Council of the City of Denton, hereby 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.

The motion to approve this Ordinance was made by _____ and seconded by _____. This Ordinance was passed and approved by the following vote [_- _]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Leah Bush

Exhibit "A"
Development Agreement

DEVELOPMENT AGREEMENT
FOR
TEMPORARY SEWER LINE

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

This DEVELOPMENT AGREEMENT FOR TEMPORARY SEWER LINE (this "**Agreement**") is entered into by JSC-CCI DENTON I, LLC, a Delaware limited liability company ("**Phase 1 Owner**"), and JSC-CCI DENTON II, LLC, a Delaware limited liability company ("**Phase 2 Owner**"), each acting by and through their duly authorized officers and with a principal place of business located at 4890 Alpha Road, Suite 100, Dallas, TX 75244, (Collectively, the "**Developer Parties**") and the City of Denton (the "**City**"), a home-rule municipality and a political subdivision of the State of Texas acting by and through its duly authorized officers, is effective June 16, 2026 (the "**Effective Date**"). Developer Parties and City may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Developer Parties intend to own approximately 68.175 acres of land, generally located north of Loop 288 and east of North I-35 (the "**Summit35 Development**"), that they wish to develop into industrial warehouses, as such property is depicted on the plat attached as **Exhibit "A"** (the "**Plat**") and recorded in CC#2026-196 in the Map Records of Denton County, Texas; and

WHEREAS, Phase 1 Owner intends to take title to all of Lots 1, 2 and 3, in Block A, as designated on the Plat (the "**Phase 1 Property**"), and Phase 2 Owner intends to take title to all of Lots 4, 5, and 6, in Block A, as designated by the Plat (the "**Phase 2 Property**"); and

WHEREAS, the Summit35 Development is solely comprised of the Phase 1 Property and the Phase 2 Property; and

WHEREAS, the City's Capital Improvement Plan provides for the relocation of water

and wastewater utilities as part of the Milam Creek Basin Wastewater Line and Lift Station Project (the "**CIP Project**"), CIP 220020-1, with an expected completion date in December of 2026; and

WHEREAS, the CIP Project calls for the installation of approximately 9,600 feet of wastewater pipeline along I-35 within a designated utility easement that extends into the Summit35 Development; and

WHEREAS, Developer Parties wish to begin construction of the Summit35 Development before completion of the CIP Project; and

WHEREAS, Developer Parties wish to enter into an agreement with the City to provide for Developer Parties' removal of the existing 8-inch sewer line (the "**Existing Line**") located within that certain sanitary sewer easement granted filed November 30, 2012, recorded in CC# 2012-135859, in the Real Property Records of Denton County, Texas (the "**Existing Sewer Line Easement**") and construction and later removal of an 8-inch temporary sewer line (the "**Temporary Line**"), as depicted in **Exhibit "D"** attached hereto and incorporated herein.

WHEREAS, the Developer Parties will dedicate the Temporary Line to the City, subject to the terms of this Agreement and City review and approval under Project Number CEP25-0080—the plans and specifications of which are incorporated herein and made a part hereof by reference; and

WHEREAS, the Temporary Line is necessitated by and will serve the Development; and

WHEREAS, the Developer Parties agree the Temporary Line is roughly proportional to the benefits received and burdens imposed by the Development; and

WHEREAS, this Agreement is required to ensure the Temporary Line is constructed in accordance with the City's standard specifications for public works projects and all applicable ordinances and design criteria manuals (the "**City Standards**"); and

WHEREAS, this Agreement is required to ensure the Temporary Line is constructed in accordance with plans and specifications to be prepared, signed, and sealed by Kimley Horn & Associates (the "**Developer Parties' Engineer**") and on file with the City (the "**Project**

Specifications"); and

WHEREAS, the Developer Parties understand that the Project Specifications may only be amended with the written approval of the City Engineer or their designee; and

WHEREAS, the City Standards and Project Specifications are incorporated herein by reference and shall be collectively referred to as the "**Plans and Specifications**"; and

WHEREAS, the Developer Parties understand and agree that they are responsible for and have retained the Developer Parties' Engineer, at their sole expense, to design the Temporary Line in accordance with the Plans and Specifications and applicable state and federal regulations, taking into consideration site conditions that may impact the Temporary Line; and

WHEREAS, the Developer Parties recognize the City has an interest in ensuring that the Temporary Line, which will, upon completion and acceptance by the City, become public property, is properly constructed in accordance with the Plans and Specifications; and

WHEREAS, the City may sue to enforce any provisions of this Agreement including, without limitation, those involving compliance with the Plans and Specifications and completion of the Temporary Line before the expiration of the Maintenance Bond; and

WHEREAS, the Developer Parties agree that a Performance Bond, a Payment Bond, and a Maintenance Bond will be furnished by the Developer Parties in favor of the City and shall be executed by a surety company authorized to do business in the State of Texas.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement, the Parties agree to the following terms and conditions:

ARTICLE I
TEMPORARY LINE CONSTRUCTION AND REMOVAL

1. **Project Description.** Subject to the terms of this Agreement, the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and all other applicable City rules or regulations, the Developer Parties shall design and construct the Temporary Line depicted in **Exhibit "D"**, attached hereto and

incorporated herein for all purposes. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the Temporary Line, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

2. **Design, Construction, and Dedication.** Developer Parties shall design and construct the Temporary Line at their sole cost and expense and in accordance with the Plans and Specifications, subject to review and approval by the City of Denton. Upon the City's written acceptance of the Temporary Line and Developer Parties' connection of the Temporary Line to the City of Denton's wastewater collection system, Developer Parties shall dedicate the Temporary Sewer Line to the City without compensation by an appropriate legal instrument approved by the City Attorney (the date the foregoing events occur being referred to herein as the "**Temporary Line Dedication Date**").

3. **Permits.** Developer Parties shall secure necessary permits for construction of the Temporary Line by following the City's processes and reviews. Developer Parties shall complete construction in compliance with the permits.

4. **Construction Conflicts.** Construction of the Temporary Line shall in no way impede the work completed or to be completed by the City related to the Milam Creek Basin Wastewater Line and Lift Station, CIP 220020-1 (For example, and without limitation, a separate trench under or over a new utility line).

5. **Easements.**

   a. Prior to the City's acceptance of the Temporary Line, Developer Parties must grant a forty (40) foot water utility easement to the City for a future water line along the southern property boundary, as depicted on **Exhibit "B"**, attached hereto and incorporated herein (the "**Water Easement**"). The Water Easement must be substantially similar to the form attached hereto as **Exhibit "C"** and be submitted to the City for its review. The Water Easement is subject to City approval and must provide the City with the ability to access, operate, and maintain the future water line.

   b. After Developer Parties have taken ownership of the Summit35 Development, but before any construction begins, Developer Parties must grant a sewer line easement to the City for the Temporary Line depicted in **Exhibit "D"** (the "**Temporary Line**

Easement"), attached hereto and incorporated herein. The easement must be submitted to the City for its review and approval; provide the City with the ability to access, operate, and maintain the Temporary Line; and be substantially similar to the form attached hereto as **Exhibit "C"**.

c. Developer Parties shall provide and cause any easements required in this Agreement, to be free and clear of all liens, claims, charges, or encumbrances of any kind. If, after conveyance of said easements, any claim, lien, charge, or encumbrance is made, or found to exist, against said easements dedicated to the City, the Developer Parties shall upon notice by the City promptly cause such claim lien, charge, or encumbrance to be satisfied and released or promptly post a bond with the City in the amount of such claim, lien, charge, or encumbrance, in favor of the City, to ensure payment of such claim, lien, charge, or encumbrance.

d. **EACH DEVELOPER PARTY WARRANTS CLEAR TITLE TO THE EASEMENTS GRANTED BY SUCH DEVELOPER PARTY TO THE CITY UNDER THIS AGREEMENT FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER SUCH DEVELOPER PARTY, AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE BY ANY PERSON CLAIMING BY, THROUGH, OR UNDER SUCH DEVELOPER PARTY.**

6. **Removal of the Existing Line and Temporary Line.**

a. Developer Parties shall submit a removal plan for the Existing Line and Temporary Line to the City for its review and written approval (the "**Removal Plan**"). The Removal Plan must be submitted to the City within sixty (60) days of the Effective Date.

b. The Developer Parties shall only remove the Existing Line and Temporary Line in accordance with a Removal Plan approved by the City in writing.

c. The Removal Plan must include timelines for Developer Parties' removal of the Existing Line and Temporary Line.

d. The Removal Plan must be approved in writing by the City prior to the abandonment of any easement related to the Existing Line or Temporary Line.

e. Upon its completion of the CIP Project, the City shall provide notice to the Developer Parties of the exact date and time the Temporary Line must be disconnected (the "**Disconnection Deadline**"). Developer Parties shall completely disconnect the Temporary Line from the City's force main on the Disconnection Deadline. Developer Parties must repair the force main connected to the Temporary Line **at the Developer Parties' sole cost and expense, if the repair is deemed necessary by the City.**

f. Developer Parties must remove the entire Temporary Line after it is disconnected under Subsection e. of this Section 6 in accordance with the approved Removal Plan.

g. The Developer Parties shall remove the Existing Line and Temporary Line at their sole cost and expense.

h. The City may withhold any notice-to-proceed to construction for future phases of the Summit35 Development if the Developer Parties fail to obtain City approval for their Removal Plan under this Section 6.

i. If the Developer Parties fail to remove and disconnect the Existing Line or Temporary line in accordance with the Removal Plan, the City may remove and disconnect either or both of the lines. The Developer Parties must promptly reimburse the City for all costs associated with the City's removal and disconnection of either or both of the lines under this Section 6.i.

j. Nothing in this Agreement shall prohibit Developer Parties from commencing or continuing construction of the Summit35 Development, including the Phase 1 Property, pursuant to permits and a Notice-To-Proceed issued by the City, provided that Developer Parties comply with the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, and all applicable state laws and regulations; comply with Article I Section 4; and do not remove, damage, impair, obstruct, or materially interfere with the Existing Line or the Temporary Line, except in accordance with the approved Removal Plan and the terms of this Agreement.

7. **Incorporation of Exhibits by Reference.** All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- **Exhibit "A"**- The Plat
- **Exhibit "B"** - The Water Easement
- **Exhibit "C" -** Form of Easement
- **Exhibit "D" -** The Temporary Line
- **Exhibit "E" -** Easements To Be Abandoned

8. **Abandonment of Existing Easements.**

a. As a material inducement of the Developer Parties' entering into this Agreement, City has agreed to abandon, vacate, and release the Summit35 Development from (1) the Existing Sewer Line Easement (as defined in the Recitals) and (2) that certain easement for public utilities filed February 12, 1975, recorded in Volume 735, Page 515, of the Real Property Records, Denton County, Texas (the "**Existing Utility Easement**", together with the Existing Sewer Line Easement being the "**Existing Easements**") upon satisfaction of the following conditions (the "**Abandonment Conditions**"):

i. Execution and acceptance of the Water Easement as set forth in Section 5.a above;

ii. Execution and acceptance of the Temporary Line Easement as set forth in Section 5.b above;

iii. Occurrence of the Temporary Line Dedication Date as set forth in Section 2 above;

iv. Developer Parties delivery to the City of a certified appraisal for the fair market values of the easement areas within the Existing Easements;

v. Developer Parties' delivery to the City of written consents or no-objection letters from any non-City utility providers within the easement abandonment areas, if any; and

vi. City's written approval of the Removal Plan.

b. Developer Parties shall be responsible for reasonably accommodating affected utility providers, to the extent necessary as a result of Developer Parties' removal of the lines within the Existing Easements or Temporary Line Easement or the abandonment of the applicable easement, for relocation, construction, or replacement of infrastructure located within the applicable abandonment area.

c. Following satisfaction of all the Abandonment Conditions, the City shall, promptly (but in no event later than sixty (60) days following satisfaction of all

the Abandonment Conditions), execute, acknowledge, and deliver to each Phase 1 Owner and Phase 2 Owner a Quitclaim Deed abandoning, releasing and quitclaiming the Existing Easements located upon such owner's property, which owners may record in the Real Property Records of Denton County, Texas. The City's approval of this Agreement shall constitute City Council approval of such abandonment, subject only to administrative verification that the Abandonment Conditions have been satisfied, and no further discretionary approval, public hearing, City Council action, or additional condition shall be required except to the extent expressly required by applicable law.

d. Upon the completion of the wastewater infrastructure associated with the CIP Project, disconnection and removal of the Temporary Line in accordance with the approved Removal Plan, and Developer Parties' completion of the conditions in 8.d.i-iii, the City shall, promptly (but in no event later than sixty (60) days following satisfaction of the following), execute, acknowledge, and deliver to each Phase 1 Owner and Phase 2 Owner a Quitclaim Deed abandoning, releasing, and quitclaiming the Temporary Line Easement located upon such owner's property, which owners may record in the Real Property Records of Denton County, Texas.

    i. Developer Parties delivery to the City of a certified appraisal for the fair market values of the easement areas within the Temporary Line Easement; and

    ii. Developer Parties submission to the City of written endorsement and consent of easement abandonment areas for all affected utility providers; and

    iii. The Temporary Line shall be removed prior to the abandonment of the Temporary Line Easement.

e. The City's obligations under this Section 8 shall survive any expiration or termination of this Agreement, including termination for convenience.

    i. The quitclaim provided will be made subject to all present zoning and deed restrictions, if the latter exist, and subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground, or otherwise.

    ii. The abandonment and quitclaim provided shall extend only to the public right, title, easement, and interest, and shall be construed to extend only to that interest the City Council of the City of Denton may legally and lawfully abandon and vacate.

    iii. Upon evidence showing satisfaction of the requirements in this

Section 8, the City Manager, or designee, will execute a quitclaim deed document evidencing the abandonment of the easement area, suitable for recordation in the Real Property Records of Denton County, Texas.

ARTICLE II
COVENANTS OF DEVELOPER PARTIES AND CITY

1. **Covenants of Developer Parties.**

   a. Developer Parties shall complete construction of the Temporary Line no later than three (3) months from the issuance of a Notice-To-Proceed. "Notice-To-Proceed" means the document issued by the City permitting the Developer Parties to begin construction of the Temporary Line.

   b. In the event the Developer Parties are unable to meet the deadline in Section 1(a) of Article II, the Developer Parties shall submit an extension request to the City for consideration. Extensions may be issued in six (6) month increments at the City's sole discretion.

   c. Developer Parties are solely responsible for all costs associated with the design, construction, and removal of the Temporary Line.

   d. The Developer Parties agree that the City shall have no liability to the Developer Parties under this Agreement. By executing the Agreement, Developer Parties agree to rely solely on themselves, and not the City, for payment.

2. **Authority of City Engineer and Developer Parties Warranty.**

   a. All work on the Temporary Line shall be performed in a good and workmanlike manner and to the satisfaction of the City. The City shall decide all questions that arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of the Plans and Specifications.

   b. In addition to the Maintenance Bond as required herein, the Developer Parties warrant that the Temporary Line will be free from defects in materials and workmanship and that they will pay to remedy same for a period of two years after the completion of the Temporary Line and final acceptance by the City (the "**Warranty Period**"). This warranty shall not constitute a limitation on the duty to remedy latent defects in

construction that were not known at the time of final acceptance or within the Warranty Period.

c. The Developer Parties shall furnish the City with every reasonable facility for ascertaining whether the work performed was in accordance with the Plans and Specifications.

3. **Inspections, Tests, and Orders.**

   a. The City may require Developer Parties, at their own expense, to remove and replace any work done or materials used without suitable inspection by the City, unless the work and materials were given prior written approval from the City's Director of Development Services, or their designee.

   b. The City shall perform:

      i. Periodic inspections of the work;

      ii. A final inspection prior to final acceptance by the City; and

      iii. Inspections at 30 and 400 days from the date of final completion and acceptance of the Temporary Line by the City.

   c. Upon failure of the Developer Parties to allow an inspection; to provide safe access for inspections; to test materials furnished; to satisfactorily repair, remove or replace, if so directed, rejected, unauthorized, or condemned work or materials; or to follow any other request or order of the City, the City shall notify the Developer Parties of such failure and may suspend inspections of such work, issue a stop work order, or both until such failure is remedied. If such failure is not remedied to the satisfaction of the City, the City shall have no obligation under this Agreement to approve or accept the Temporary Line and the City may withhold, suspend, or revoke any permits or other approvals for the Summit35 Development until such matter is remedied to the satisfaction of the City.

   d. Although the Temporary Line described herein may be accepted by the City, the City may recover damages against the Developer Parties and upon the bonds required herein if it is discovered that the Temporary Line was not built in accordance with the Plans and Specifications.

4. **Insurance.** Developer Parties shall provide for insurance in form and in substance in accordance with the City's standard insurance requirements for public works projects (the

"Standard Insurance Requirements"). The Standard Insurance Requirements in effect on the Effective Date are incorporated herein by reference, are on file with the City, and may be amended from time to time.

5. **Means and Methods of Construction.** The Developer Parties may choose the means and methods of construction; subject, however, to the City's right to reject the Temporary Line when the means or method of construction does not, in the sole judgment of the City, ensure that the Temporary Line is constructed in accordance with the Plans and Specifications.

6. **Books and Records.**

   a. The term "Books and Records" includes, without limitation, any item stated in the General Requirements section in the Plans and Specifications (e.g., material test reports, material tickets, material submittals, project schedules, TDLR inspections, As-Built plans, and project-specific specifications).

   b. Any or all of the Developer Parties and their entities' Books and Records related to the construction of the Temporary Line shall be available for inspection by the City within 14 days of a request submitted by the City pursuant to Section 13 of Article IV.

   c. All of the Developer Parties and their entities' Books and Records related to the construction of the Temporary Line shall be submitted to the City prior to the City's final acceptance of the Temporary Line.

7. **Performance Bonds.** The Developer Parties shall execute a Performance Bond in the full amount of the cost to construct the Temporary Line in favor of the City ensuring completion of the Temporary Line in accordance with the Plans and Specifications. The Performance Bond shall be executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code, shall be on the City's standard form, and shall contain a local resident agent for service of process.

8. **Payment Bonds.** The Developer Parties shall execute a Payment Bond in the full amount of the cost to construct the Temporary Line in favor of the City ensuring against claims from suppliers and subcontractors. The Payment Bond shall be executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas

Government Code, shall be on the City's standard form, and shall contain a local resident agent for service of process.

9. **Maintenance Bonds.** The Developer Parties shall execute a Maintenance Bond warranting against defects in materials and workmanship for a period of two years from the date of final acceptance by the City of the Temporary Line. The Maintenance Bond shall be executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code, shall be on the City's standard form, and shall contain a local resident agent for service of process.

10. **Covenants of City of Denton.** Upon proper completion of the Temporary Line, and subject to all terms and conditions of this Agreement, the City agrees to accept the Temporary Line.

11. **Release of Warranty Period, Bond Requirements.** Notwithstanding anything to the contrary contained herein, following completion and acceptance by the City of the CIP Project, disconnection of the Temporary Line, and removal of the Temporary Line in accordance with the approved Removal Plan, repair of any affected City facilities, restoration of the affected property, and payment of any amounts then due to the City under this Agreement, the City shall release or consent to the termination of the Maintenance Bond and any remaining insurance, maintenance, and warranty obligations applicable solely to the Temporary Line, except for claims arising before such release or claims based on Developer Parties' failure to perform the foregoing obligations.

ARTICLE III
TERM AND TERMINATION

1. **Term.** This Agreement shall begin on the Effective Date and, unless otherwise terminated in accordance with this Agreement, continue until the date that each of the obligations of the Parties hereto has been satisfied ("Term").

2. **Termination.** This Agreement may be terminated upon any one of the following:

   a. By written agreement of the Parties;
   b. By the City for convenience and at its sole discretion;

c. In accordance with Section 12 of Article IV for a Party's breach of any term or condition of this Agreement; or

d. If Developer Parties fail to acquire the property within ninety (90) days of the Effective date.

e. Upon Developer Parties' disconnection of the Temporary Line from the City's force main on the Disconnection Deadline and removal of the Temporary Line in accordance with an approved Removal Plan. Termination under this subsection shall not relieve the City of its obligations under Section 8 of Article I (Abandonment of Easements). In accordance with Section 4 of this Article III, all warranty and indemnification obligations shall survive any such termination.

3. **Non-Appropriation.** Notwithstanding any provisions contained herein, the obligations of the City under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. The Developer Parties shall not have a right of action against the City in the event the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. If the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the City, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice at the earliest possible time prior to the end of its fiscal year.

4. **Survival.** All warranty and indemnification obligations herein shall survive any termination unless the Party warranting, or indemnifying, is released by the other Party. Nothing in this Section 4 shall be construed to waive any sovereign, governmental immunity available to City, or its council, employees, and/or agents, under Texas law. Nothing in this Section 4, nor the election of the City to not exercise a right or seek a remedy at a particular time, shall be construed as a waiver or release of any right, remedy, or cause of action that is available to the City under or as a result of this Agreement, in equity or at law.

ARTICLE IV

MISCELLANEOUS

1. **Incorporation of Recitals.** The above recitals are hereby incorporated into this Agreement as if fully set forth herein.

2. **Agreement Controlling.** The provisions of this Agreement shall control over any conflicting provision of any agreement between the Developer Parties and City related to the construction of the Temporary Line.

3. **Necessary Documents and Actions.** Each Party agrees to execute and deliver all other and further instruments and undertake actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

4. **ENTIRE AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

5. **Assignment.** This Agreement shall not be assigned by the Parties; provided, however, that Developer Parties may, upon notification to the City, assign this Agreement (in whole or as to the obligations and benefits allocable to a particular Phase) to an affiliate under common control with Developer Parties or, following completion and City acceptance of the Temporary Line, to a successor owner of the Phase 1 Property or the Phase 2 Property. The rights and obligations of this Agreement run with the Phase 1 Property and the Phase 2 Property, respectively, as set forth herein.

6. **Nexus and Rough Proportionality.** The Developer Parties acknowledge and agree that there is a reasonable nexus between the demands created by the Summit35 Development and the Temporary Line and that the costs associated with the construction and dedication of land for the Temporary Line are roughly proportional to the benefits received and the burdens imposed by the Summit35 Development. **EACH OF THE DEVELOPER PARTIES SHALL INDEMNIFY AND HOLD THE CITY HARMLESS AGAINST ANY CLAIM BY IT OR OTHERS CLAIMING THROUGH IT, THAT THE REQUIRED TEMPORARY LINE AND ASSOCIATED DEDICATION OF LAND ARE UNLAWFUL EXACTIONS.**

7. **Venue and Governing Law.** The Parties herein agree that this Agreement shall be enforceable in Denton County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Denton County, Texas. The terms and provisions of this agreement shall be construed in accordance with the laws of the State of Texas and the Charter, Ordinances, Rules, and Regulations of the City.

8. **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. **Authority to Execute.** The City and Developer Parties hereby warrant to the other that the person signing below is authorized on behalf of its respective limited liability company or government entity and is signing in the capacity to authorize and bind such Parties under the terms and conditions as set forth herein.

10. **Waivers.** Any provisions of this Agreement may be waived if such waiver is in writing and is signed by the City's Director of Development Services, or their designee, and the Developer Parties. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section 10. To the extent a right or benefit in this Agreement is expressly waived in writing by a Party, such waiver will not be applied other than strictly in accordance with the conditions expressed in such express written waiver and will not be implied to be continuing in nature.

11. **Remedies.** Except to the extent expressly provided otherwise, all remedies existing at law or in equity may be availed of by the City and shall be cumulative including, without limitation, specific performance, and the City shall be entitled to any reasonable attorney's fees, costs, or other expenses incurred in bringing or defending any action, as may be awarded by a tribunal of competent jurisdiction. Notwithstanding anything to the contrary herein, the Developer Parties shall be jointly and severally liable for all obligations related to the performance of either or both of the Developer Parties under this Agreement.

12. **Breach.** If a Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have sixty (60) days to cure the breach. If

the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party shall have all rights and remedies at law and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.

13. **Notices.** All notices sent under this Agreement (except as otherwise expressly required) shall be written and mailed certified, return receipt requested, sent by electronic mail, or personally delivered to an officer of the receiving party at the following addresses:

CITY:
City of Denton
c/o Development Services
401 N. Elm Street
Denton, TX 76201
development@cityofdenton.com

PHASE 1 OWNER:
JSC CCI DENTON I, LLC
c/o Jackson-Shaw Company, LLC
4890 Alpha Road Suite 100
Dallas, TX 75244
Attn: Miles Terry
mterry@jacksonshaw.com

PHASE 2 OWNER:
JSC CCI DENTON II, LLC
c/o Jackson-Shaw Company, LLC
4890 Alpha Road Suite 100
Dallas, TX 75244
Attn: Miles Terry
mterry@jacksonshaw.com

Each party may change its address by written notice in accordance with this Section 13. Any communication addressed and mailed in accordance with this Section 13 shall be deemed to be given when so mailed, any notice so sent by electronic mail shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by the City, or the Developer Parties, as the case may be.

14. **Point of Contact.** Each Party shall designate a "Project Manager" who shall be the principal point of contact between the Parties for all matters relating to the Development. A Party may designate a new Project Manager by notice to the other Parties using the options provided in Section 13 of Article IV of this Agreement.

15. **INDEMNIFICATION. THE DEVELOPER PARTIES AGREE TO DEFEND, INDEMNIFY, AND HOLD DENTON, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY LIABILITY IN CLAIMS, ADMINISTRATIVE PROCEEDINGS, OR LAWSUITS FOR JUDGMENTS, PENALTIES, FINES, COSTS, EXPENSES AND ATTORNEY'S FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, OR FOR VIOLATIONS OF STATE OR FEDERAL LAWS OR REGULATIONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY: A BREACH OF THIS AGREEMENT BY EITHER OR BOTH OF THE DEVELOPER PARTIES; (B) THE NEGLIGENT ACT OR OMISSION OF EITHER OR BOTH OF THE DEVELOPER PARTIES, THEIR DIRECTORS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT OR EITHER OR BOTH DEVELOPER PARTIES' OPERATIONS; OR (C) THE CONDUCT OF EITHER OR BOTH OF THE DEVELOPER PARTIES, THEIR OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS THAT CONSTITUTES A VIOLATION OF STATE OR FEDERAL LAWS OR REGULATIONS OR OF PERMIT PROVISIONS. HOWEVER, THE INDEMNITY STATED ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING EXCLUSIVELY FROM THE SOLE NEGLIGENCE OF DENTON, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS.**

16. **Governmental Immunity Not Waived.** Denton does not waive, nor shall it be deemed hereby to waive, any immunity or defense that would otherwise be available against claims made or arising from any act or omission resulting from the Agreement.

17. **Force Majeure.**

    a. In the event any Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, shall be suspended during the

continuance of the inability provided however, that due diligence is exercised to resume performance at the earliest practical time.

b. As soon as reasonably possible after the occurrence of the Force Majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of the Force Majeure to the other Party, shall provide weekly written updates describing its efforts to mitigate or cure the Force Majeure condition(s), and shall provide written notice at the time that the Force Majeure conditions have ceased. The cause, as far as possible, shall be remedied with all reasonable diligence.

c. The term "Force Majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy; orders of the government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; restraints of government and civil disturbances; explosions; breakage or accidents to equipment, pipelines, or canals; partial or complete failure of water supply; pandemics, and any other inabilities of either Party to be able to perform, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care.

18. **Severability.** In the event that any provision or portion of this Agreement shall be found to be illegal, invalid, or unenforceable, then such provision or portion shall be amended by the Parties in compliance with applicable law. The illegality, invalidity, or unenforceability of any provision or portion of this Agreement shall not affect in any way the legality, validity, or enforceability of any other provision or portion of this Agreement.

19. **Amendment.** No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the City and the Developer Parties respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

20. **Applicable Laws.** This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable state and federal laws. The Parties stipulate that this Agreement does not satisfy any other development obligation under law or City ordinances.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

22. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

23. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties to this Agreement and stand as obligations running with the land until satisfied in full, regardless of whether the Temporary Line is completed by Developer Parties or any other alternative use.

24. **Relationship of the Parties.** Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employer/employee or agency relationship. The Developer Parties shall be an independent contractor pursuant to this Agreement. Developer Parties do not have any express or implied right or authority to assume or create any obligations on behalf of the City or to bind the City to any contract, agreement, or undertaking with any third party.

25. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the City and the Developer Parties. Neither the City nor the Developer Parties intend by any provision of this Agreement to create any rights in any third party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the Developer Parties.

26. **Developer Parties Certifications.**

    a. Pursuant to Section 2270.002 of the Texas Government Code, the Developer Parties hereby (i) represent that they do not boycott Israel and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees they will not boycott Israel during the term of this Agreement. As used

in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001 of the Texas Government Code.

b. The Developer Parties hereby represent that (i) they do not engage in business with Iran, Sudan, or any foreign terrorist organization and (ii) are not listed by the Texas Comptroller under Section 2252.153 of the Texas Government Code as companies known to have contracts with or to provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151 of the Texas Government Code.

c. Developer Parties acknowledge that, in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this Agreement, Developer Parties certify that their respective signatures provide written verification to the City that Developer Parties (1) do not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

d. Developer Parties acknowledge that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, Developer Parties certify that Developer Parties'

respective signatures provide written verification to the City that Developer Parties (1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

e. The City of Denton may terminate this Agreement immediately without any further liability if the City of Denton determines, in its sole judgment, that this Agreement meets the requirements under Chapter 2275 of the Texas Government Code and Developer Parties are, or will be in the future, (i) owned by or the majority of stock or other ownership interest of their respective companies are held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or any other designated country; (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or any other designated country; or (iii) are headquartered in China, Iran, North Korea, Russia, or any other designated country.

EXECUTED on the Effective Date, by the City, signing by and through its City Manager, and by the Developer Parties, acting through its duly authorized officers.

---SIGNATURE PAGES TO FOLLOW---

CITY OF DENTON

Cassey Ogden, Interim City Manager

By: _____

ATTEST:
Kristi Fogle, Interim City Secretary

By: _____

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED AS TO FINANCIAL AND OPERATIONAL OBLIGATIONS AND BUSINESS TERMS.

Signature: _____

Title:_____

Department:_____

Date Signed:_____

APPROVED AS TO LEGAL FORM:
Mack Reinwand, City Attorney

By: _____

DEVELOPER PARTIES

JSC-CCI DENTON I, LLC,
a Delaware limited liability company

By: JSC Manager LLC,
a Delaware limited liability company,
its Manager

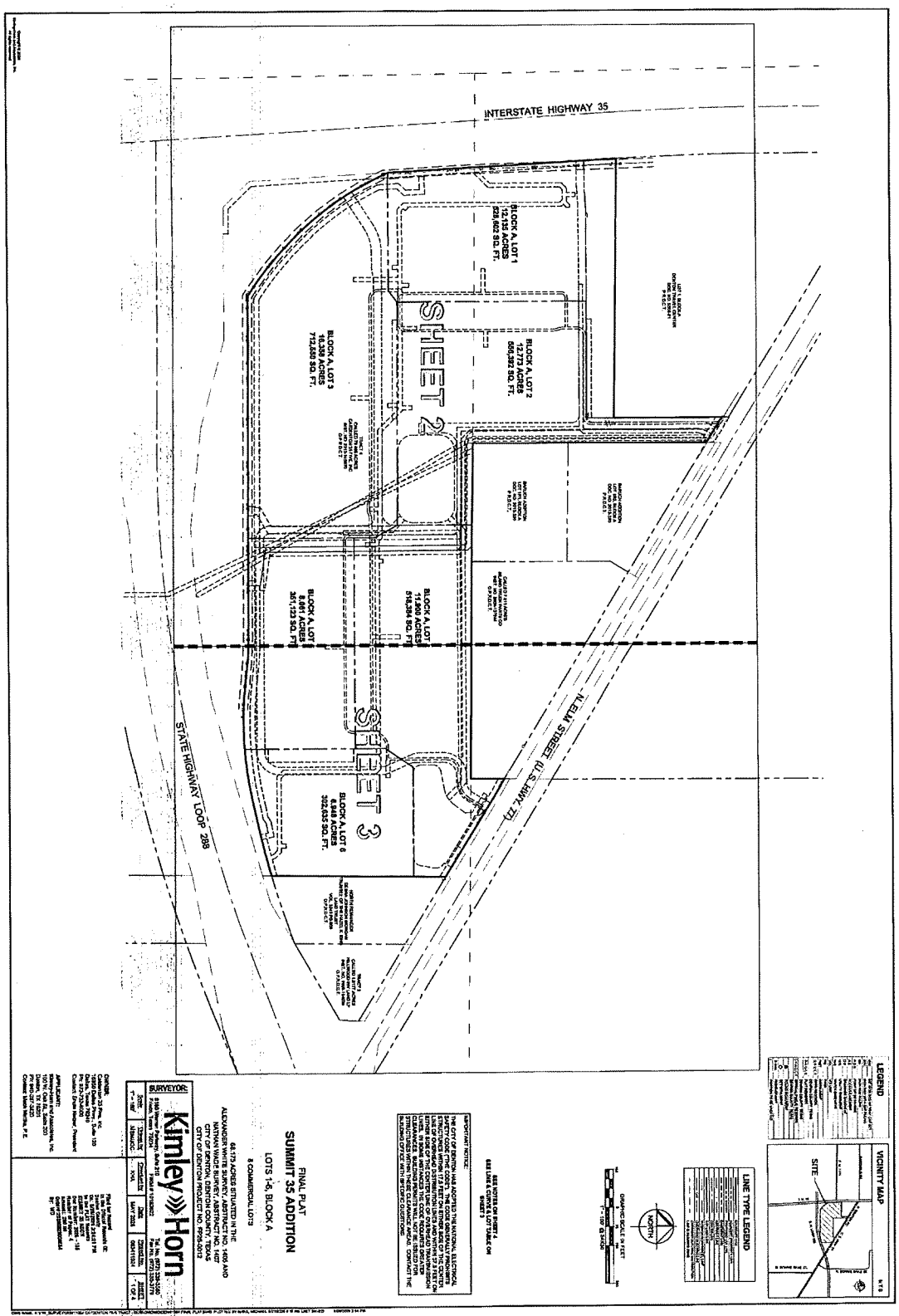
By: Michele Wheello
NAME, TITLE Michele Wheello, President and CEO

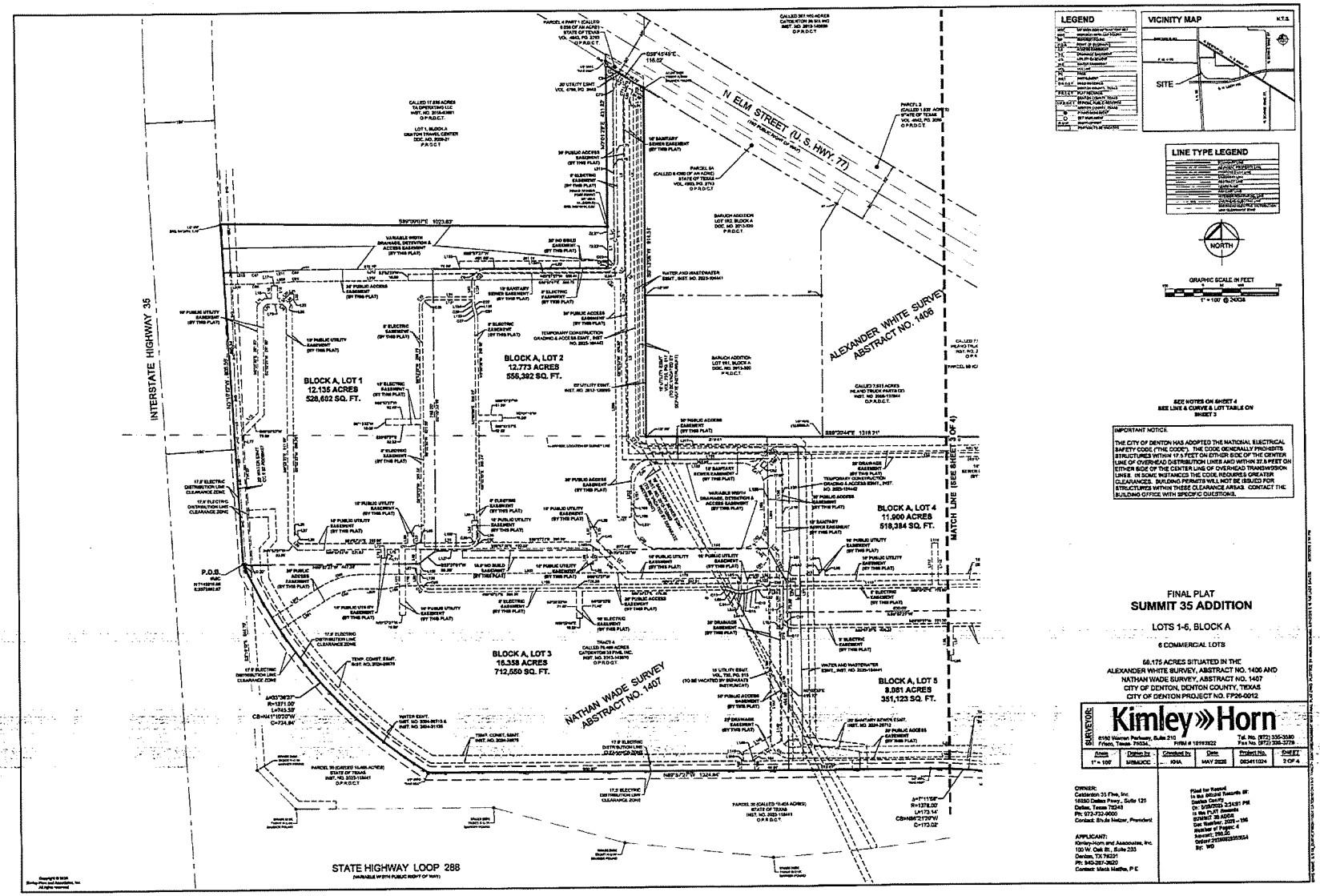
JSC-CCI DENTON II, LLC,
a Delaware limited liability company

By: JSC Manager LLC,
a Delaware limited liability company,
its Manager

By: Michele Wheello
NAME, TITLE
Michele Wheello, President and CEO

Exhibit "A"- Summit35 Development





FINAL PLAT

SUMMIT 35 ADDITION

LOTS 1-6, BLOCK A

6 COMMERCIAL LOTS

50.175 ACRES SITUATED IN THE
ALEXANDER WHITE SURVEY, ABSTRACT NO. 1406 AND
NATHAN WADE SURVEY, ABSTRACT NO. 1407
CITY OF DENTON, DENTON COUNTY, TEXAS
CITY OF DENTON PROJECT NO. FP26-0012

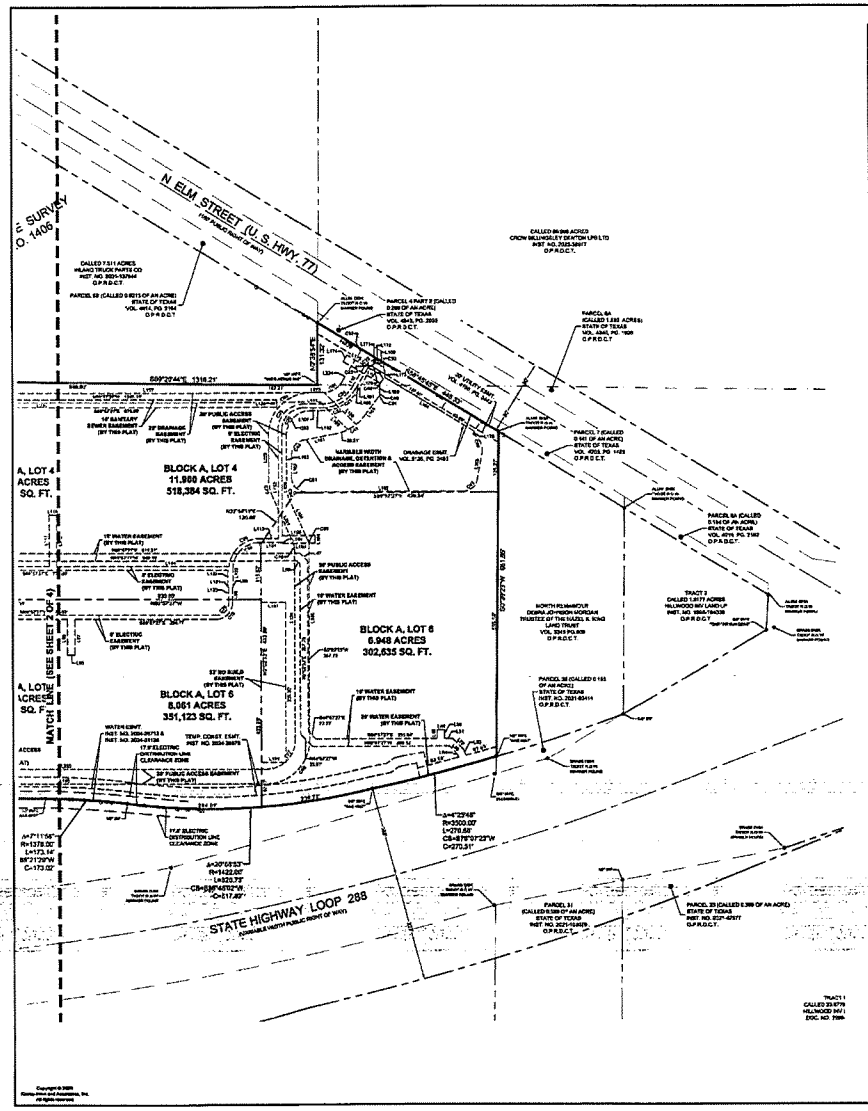
SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	SHEET
1" = 100'	MRM/MJC	KHA	MAY 2026	063411024	2 OF 4

OWNER:
Cedarstone 35 Frwy, Inc.
16580 Dallas Pkwy., Suite 120
Dallas, Texas 75248
Ph: 972-732-9600
Contact: Bhabe Nelzer, President

APPLICANT:
Kimley-Horn and Associates, Inc.
100 W. Oak St., Suite 233
Denton, TX 76201
Ph: 940-367-3620
Contact: Mark Mathis, P.E.

Filed for Record
In the Official Records of:
Denton County
On: 5/26/2026 2:34:01 PM
In the PLAT Records
District 16 ADCO
Doc Number: 2026 - 156
Number of Pages: 4
Amount: 240.00
Order# 20260526010634
By: WD

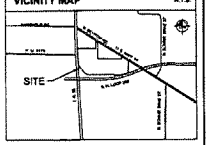


LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO	BEARING	LENGTH	NO	BEARING	LENGTH	NO	BEARING	LENGTH	NO	BEARING	LENGTH	NO	BEARING	LENGTH	NO	BEARING	LENGTH
L1	S60°02'24"W	168.48'	L41	S44°59'08"E	114.57'	L81	N15°28'55"E	27.87'	L121	S89°57'27"E	1.57'	L161	S87°15'59"W	67.16'	L201	N21°49'52"E	143.62'
L2	N73°56'39"E	33.77'	L42	S44°59'23"E	35.69'	L82	S89°57'27"W	363.60'	L122	S89°02'33"W	1.57'	L162	S01°51'57"E	232.79'	L202	N87°49'52"E	132.83'
L3	S73°56'39"W	33.77'	L43	S89°58'23"E	76.89'	L83	S89°58'23"W	27.97'	L123	S89°02'33"W	1.57'	L163	N15°28'55"E	89.20'	L203	S89°49'37"W	1024.80'
L4	N89°58'37"E	16.13'	L44	N39°58'37"E	14.00'	L84	S44°01'21"W	118.50'	L124	S00°01'23"W	421.42'	L164	N89°41'41"W	231.80'	L204	S0°00'23"W	232.00'
L5	S0°01'23"W	445.23'	L45	S89°58'37"E	14.00'	L85	N89°58'23"W	8.79'	L125	S89°58'37"E	1.79'	L165	S87°49'41"W	48.09'	L205	N89°59'20"E	691.58'
L6	N89°58'37"E	411.27'	L46	S30°58'37"E	14.00'	L86	S30°58'23"W	71.50'	L126	N30°58'23"E	62.49'	L166	S89°59'37"W	7.24'	L207	S89°49'37"W	304.30'
L7	N45°58'37"E	9.42'	L47	S44°59'37"E	21.92'	L87	N89°58'23"E	1.79'	L127	S89°57'43"E	133.72'	L167	S89°59'37"W	36.68'	L208	S89°41'17"W	78.84'
L8	S44°59'23"W	16.66'	L48	N30°58'23"E	17.91'	L88	S30°58'23"W	13.92'	L128	N15°13'04"W	17.49'	L168	S89°59'37"W	7.24'	L209	S89°57'37"W	69.65'
L9	S00°01'23"W	468.18'	L49	S89°58'37"E	16.00'	L89	S89°11'36"E	13.89'	L129	N01°00'23"E	69.79'	L169	S89°49'37"W	10.87'	L210	S89°57'37"W	78.77'
L10	N89°58'37"E	69.37'	L50	S30°01'23"W	17.91'	L90	S89°57'37"E	14.50'	L130	S89°21'37"E	332.00'	L170	S89°49'37"W	11.57'	L211	S89°41'17"W	39.73'
L11	N30°58'23"E	13.49'	L51	S89°57'37"E	17.15'	L91	N89°11'36"E	15.85'	L131	S89°57'37"E	113.66'	L171	S01°10'23"W	13.69'	L212	S89°57'37"W	604.90'
L12	N30°58'23"E	20.91'	L52	S44°59'37"E	72.06'	L92	S00°02'23"W	0.99'	L132	S01°21'23"E	113.66'	L172	S30°49'49"W	11.58'	L213	S89°02'23"W	430.90'
L13	N60°58'23"E	61.82'	L53	S29°57'37"E	14.21'	L93	S89°57'37"E	87.99'	L133	N15°13'04"W	17.48'	L173	S30°49'49"W	13.44'	L214	S01°36'09"W	52.74'
L14	S44°02'28"E	37.84'	L54	N29°57'37"W	9.92'	L94	S00°02'23"W	87.01'	L134	N89°02'23"E	11.99'	L174	S3°-49'49"W	18.06'	L215	N01°36'09"E	26.37'
L15	S89°57'27"E	16.48'	L55	S44°57'37"W	32.33'	L95	S89°02'23"W	71.52'	L135	S89°57'37"E	459.66'	L175	S30°49'49"W	79.82'	L216	N89°02'23"E	576.57'
L16	N30°02'33"E	33.79'	L56	S44°57'37"W	18.34'	L96	N89°28'44"E	13.00'	L136	S89°02'23"W	443.09'	L176	S21°09'04"W	8.57'	L217	N89°57'37"W	252.92'
L17	S59°57'27"E	19.68'	L57	S89°57'37"E	37.69'	L97	N0°58'09"E	74.46'	L137	S89°57'37"E	113.49'	L177	S89°57'37"E	113.49'	L218	N89°57'37"W	252.92'
L18	S30°02'33"W	33.79'	L58	N89°57'37"W	16.68'	L98	N0°02'23"E	32.39'	L138	S89°57'37"E	443.09'	L178	S30°02'23"W	172.49'	L219	N89°02'23"E	249.37'
L19	S59°57'27"E	16.68'	L59	N0°02'23"E	32.00'	L99	S89°57'37"E	0.99'	L139	S89°02'23"W	16.02'	L179	S89°21'37"E	416.16'	L220	N89°57'37"W	434.64'
L20	N43°02'33"E	16.97'	L60	N89°57'37"W	13.81'	L100	N0°02'23"E	89.79'	L140	S89°58'37"W	8.21'	L180	S89°13'37"E	62.99'	L221	S01°-2'36"E	131.58'
L21	S89°57'27"E	11.91'	L61	N44°57'37"W	16.68'	L101	S89°57'37"E	46.56'	L141	S89°58'37"W	69.83'	L181	N0°02'23"E	89.99'	L222	S89°02'23"W	64.28'
L22	S30°02'33"W	16.97'	L62	N89°57'37"W	35.68'	L102	S89°57'37"E	46.56'	L142	S89°58'37"W	1.37'	L182	S89°57'37"E	46.56'	L223	N89°02'23"E	64.28'
L23	N89°57'27"W	4.39'	L63	S89°57'37"E	31.68'	L103	S89°57'37"E	68.14'	L143	S0°02'23"E	35.54'	L183	N0°02'23"E	28.00'	L224	S01°-2'36"E	69.62'
L24	S44°02'28"W	11.66'	L64	N89°57'37"W	16.02'	L104	N0°02'23"W	16.00'	L144	S44°-2'37"E	67.41'	L184	S89°57'37"E	3.39'	L225	N89°57'37"W	576.66'
L25	S44°57'27"E	16.97'	L65	N0°02'23"E	31.48'	L105	N89°57'37"W	68.66'	L145	S44°-2'37"W	57.01'	L185	S0°02'23"W	28.00'	L226	S89°02'23"E	582.32'
L26	S44°57'27"E	6.52'	L66	N44°58'44"E	114.61'	L106	N0°02'23"E	377.18'	L146	S89°58'37"W	24.42'	L186	S89°57'37"E	3.00'	L227	N30°58'23"E	2.83'
L27	S44°57'27"E	19.66'	L67	S0°01'23"E	43.90'	L107	S89°57'37"E	39.84'	L147	S0°02'23"E	484.17'	L187	S0°02'23"W	28.00'	L228	S89°57'37"W	423.39'
L28	S44°58'37"W	11.13'	L68	N89°58'37"W	19.00'	L108	N0°01'23"W	43.90'	L148	S89°58'37"W	43.84'	L188	S89°57'37"E	288.30'	L229	N89°57'37"W	431.66'
L29	S44°01'23"E	16.28'	L69	N0°58'23"E	42.50'	L109	N11°-1'-1"E	4.43'	L149	S0°02'23"E	30.84'	L189	S0°-2'-23"E	102.34'	L230	S01°02'37"E	2.10'
L30	N0°01'23"E	39.61'	L70	N89°58'37"W	31.44'	L110	S77°-9'09"W	48.78'	L150	S89°58'37"E	709.41'	L190	N89°-9'09"E	5.63'	L231	S89°02'23"W	43.66'
L31	S89°57'27"E	16.00'	L71	S30°58'23"W	22.39'	L111	N89°-2'37"W	39.99'	L151	S30°02'23"E	46.66'	L191	N01°-1'09"E	76.40'	L232	S89°02'23"W	140.07'
L32	S89°58'37"W	39.61'	L72	N89°58'37"W	19.00'	L112	S89°53'37"W	237.87'	L152	S89°57'37"W	232.01'	L192	S89°-9'37"E	39.27'			
L33	S89°57'27"E	184.00'	L73	N30°58'23"E	22.39'	L113	N89°-2'37"W	43.01'	L153	N01°09'37"E	168.89'	L193	N01°09'37"E	113.47'			
L34	N0°02'33"E	97.74'	L74	N44°58'23"E	14.28'	L114	N89°57'37"W	394.49'	L154	S44°09'37"E	19.42'	L194	S89°-9'37"E	19.42'			
L35	S89°57'27"E	16.00'	L75	N89°58'37"W	36.72'	L115	N89°53'37"E	108.51'	L173	S01°09'37"E	34.22'	L195	N01°09'37"E	427.70'			
L36	S0°58'23"W	67.26'	L76	S44°58'08"W	14.00'	L116	S89°-9'-9"W	19.99'	L156	S01°09'37"E	26.50'	L196	S89°-9'37"E	434.63'			
L37	N0°58'37"E	39.11'	L77	N89°58'37"W	9.84'	L117	S89°58'37"W	109.46'	L157	S89°57'37"E	668.17'	L197	S0°02'23"W	676.62'			
L38	S89°57'27"E	19.00'	L78	S30°58'23"W	484.41'	L118	S89°57'37"W	49.27'	L158	S44°57'37"E	56.67'	L198	S89°57'37"E	634.39'			
L39	S30°58'23"W	88.11'	L79	N0°02'23"E	488.41'	L119	S89°57'37"E	69.51'	L159	S89°57'37"E	65.27'	L199	N89°-9'37"E	65.94'			
L40	N45°-1'-1"E	8.49'	L80	S11°28'55"W	85.74'	L120	S89°58'37"W	33.97'	L160	S01°23'37"W	65.39'	L200	S89°09'37"E	41.85'			

CURVE TABLE					CURVE TABLE					CURVE TABLE				
NO	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	89°47'47"	30.00	47.02'	S44°58'07"E	42.35'	C41	30°00'00"	65.00'	34.23'	S44°02'23"W	34.23'	C81	89°52'33"	30.00'	31.28'	N60°39'17"E	28.19'
C2	90°00'00"	30.00'	15.00'	N89°58'37"W	15.18'	C42	90°00'00"	65.00'	34.23'	N45°02'23"E	34.23'	C82	17°27'04"	30.00'	9.30'	N33°-9'09"E	9.19'
C3	90°00'00"	30.00'	23.42'	S45°-1'-23"E	23.57'	C43	90°00'00"	100.00'	78.68'	N89°01'19"E	34.99'	C83	35°37'41"	30.00'	23.88'	S15°-2'-23"E	20.47'
C4	8°23'39"	100.00'	14.71'	S85°53'42"W	14.69'	C44	78°18'39"	30.00'	41.00'	S29°-1'-19"W	34.31'	C84	9°54'14"	45.00'	8.14'	S41°23'51"W	8.13'
C5	29°59'51"	30.00'	15.62'	S11°-9'09"E	15.01'	C45	78°18'39"	30.00'	41.00'	N53°23'31"E	38.03'						
C6	15°59'43"	54.00'	9.49'	N89°11'47"W	9.82'	C46	51°09'39"	40.00'	43.00'	N25°03'19"E	41.00'						
C7	44°58'44"	25.00'	22.91'	N21°-1'51"W	15.70'	C47	36°-1'39"	40.00'	25.72'	N01°-1'-1"W	25.29'						
C8	90°00'00"	30.00'	23.56'	N44°58'23"E	21.21'	C48	21°27'10"	65.00'	6.54'	S12°-7'58"E	6.51'						
C9	30°00'00"	34.00'	53.41'	S44°02'23"W	48.08'	C49	53°25'51"	10.00'	11.19'	N29°-2'-55"W	13.64'						
C10	90°00'00"	34.00'	23.76'	S44°02'23"W	33.54'	C50	53°46'10"	52.00'	39.87'	N31°-3'39"W	19.36'						
C11	90°00'00"	8.50'	14.14'	S45°02'23"W	12.73'	C51	90°00'00"	65.00'	41.12'	S44°-2'37"E	46.43'						
C12	90°00'00"	34.00'	53.41'	S44°-2'37"E	48.08'	C52	53°12'23"	65.00'	60.40'	N62°-9'-1"E	58.50'						
C13	30°00'01"	26.00'	9.42'	N75°-9'37"W	9.37'	C53	90°00'00"	65.00'	19.24'	S89°-9'37"E	70.71'						
C14	90°00'00"	34.00'	12.09'	N89°-9'37"W	12.24'	C54	23°41'13"	65.00'	26.73'	S11°-9'37"E	26.54'						
C15	23°59'01"	34.00'	12.27'	N13°-9'09"E	12.32'	C55	23°41'13"	35.00'	10.34'	N11°-9'37"W	13.39'						
C16	23°59'01"	26.00'	9.40'	S13°-9'09"W	9.41'	C56	90°00'00"	65.00'	64.37'	N45°-2'37"W	127.99'						
C17	90°00'00"	34.00'	53.41'	S44°-2'37"E	48.08'	C57	90°00'00"	65.00'	66.36'	S44°-2'37"E	77.76'						
C18	90°00'00"	34.00'	53.41'	N45°02'23"E	48.08'	C58	90°00'00"	26.00'	47.12'	N44°-2'37"W	42.43'						
C19	90°00'00"	34.00'	53.41'	S44°02'23"W	79.20'	C59	32°36'42"	142.00'	81.26'	S73°-9'-1"W	80.16'						
C20	90°00'00"	34.00'	53.41'	S44°02'23"W	68.08'	C60	32°36'42"	260.00'	112.57'	S12°-9'-1"W	111.19'						
C21	90°00'00"	62.00'	54.39'	N89°58'37"E	89.66'	C61	90°00'00"	62.00'	75.84'	N44°02'23"E	70.71'						
C22	73°-9'49"	34.00'	53.42'	S89°58'37"W	31.18'	C62	90°00'00"	28.42'	39.27'	N44°-2'37"W	36.34'						
C23	90°00'00"	34.00'	36.54'	S61°58'37"W	30.84'	C63	89°-9'55"	65.12'	75.92'	S45°02'23"W	70.71'						
C24	90°00'00"	71.00'	78.84'	N89°58'37"E	70.74'	C64	90°00'00"	25.00'	39.27'	S44°-2'37"E	35.36'						
C25	90°00'00"	34.00'	53.41'	S44°58'37"W	48.07'	C65	2°14'14"	980.00'	38.34'	N89°-2'37"W	38.34'						
C26	5°-9'29"	64.00'	54.39'	S42°58'44"W	52.32'	C66	2°57'49"	980.00'	34.99'	N86°38'40"E	34.99'						
C27	90°00'00"	34.00'	53.41'	S44°02'23"E	36.77'	C67	2°58'56"	476.00'	23.27'	N86°39'04"E	23.27'						
C28	90°00'00"	26.00'	40.84'	N45°02'23"E	36.77'	C68	2°14'14"	536.00'	26.87'	S86°-2'37"W	26.86'						
C29	90°00'00"	26.00'	40.84'	S44°02'23"W	36.77'	C69	90°00'00"	26.00'	39.27'	N44°58'37"W	35.36'						
C30	90°00'00"	34.00'	53.41'	N45°02'23"E	48.08'	C70	31°-9'09"	79.00'	43.50'	S61°58'37"W	42.96'						
C31	19°-9'36"	34.00'	9.82'	N35°58'37"E	9.89'	C71	31°-9'09"	65.00'	19.27'	S13°-9'09"W	19.20'						
C32	19°-9'36"	34.00'	7.39'	S54°58'41"E	7.39'	C72	90°00'00"	65.00'	73.54'	S44°02'23"W	70.71'						
C33	90°00'00"	21.00'	40.84'	S44°58'37"W	36.77'	C73	90°00'00"	62.00'	44.99'	N44°58'37"W	69.16'						
C34	90°00'00"	21.00'	40.84'	N45°02'23"E	41.01'	C74	11°45'44"	409.00'	77.73'	N56°38'34"E	77.61'						
C35	90°00'00"	18.00'	28.12'	S44°02'23"W	25.32'	C75	11°56'06"	28.00'	4.99'	S59°39'34"W	4.98'						
C36	90°00'00"	26.00'	40.84'	N44°58'37"E	36.77'	C76	90°00'00"	25.00'	39.27'	S44°-2'37"E	35.36'						
C37	90°00'00"	34.00'	7.39'	N45°58'37"E	7.39'	C77	90°00'00"	40.00'	64.25'	N44°02'23"E	56.89'						
C38	19°-9'23"	34.00'	9.80'	S59°58'37"E	9.82'	C78	23°41'13"	35.00'	10.34'	N11°-9'37"W	10.29'						
C39	90°00'00"	50.00'	64.25'	S44°58'37"E	64.80'	C79	23°41'13"	40.00'	11.77'	S11°-9'37"E	11.69'						
C40	90°00'00"	40.00'	64.25'	S44°02'23"W	64.80'	C80	90°00'00"	40.00'	138.23'	S44°02'23"W	134.43'						

SEE NOTES ON SHEET 4

VICINITY MAP N.T.S.



LINE TYPE LEGEND

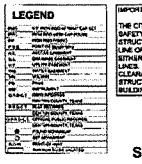


NORTH

GRAPHIC SCALE IN FEET



LEGEND



IMPORTANT NOTICE:

THE CITY OF DENTON HAS ADOPTED THE NATIONAL ELECTRICAL SAFETY CODE (THE CODE). THE CODE GENERALLY PROHIBITS STRUCTURES WITHIN 17.5 FEET ON EITHER SIDE OF THE CENTER LINE OF OVERHEAD DISTRIBUTION LINES AND WITHIN 37.5 FEET ON EITHER SIDE OF THE CENTER LINE OF OVERHEAD TRANSMISSION LINES. IN SOME INSTANCES THE CODE REQUIRES GREATER CLEARANCES. BUILDING PERMITS WILL NOT BE ISSUED FOR STRUCTURES WITHIN THESE CLEARANCE AREAS. CONTACT THE BUILDING OFFICE WITH SPECIFIC QUESTIONS.

FINAL PLAT

SUMMIT 35 ADDITION

LOTS 1-6, BLOCK A

6 COMMERCIAL LOTS

68.175 ACRES SITUATED IN THE
ALEXANDER WHITE SURVEY, ABSTRACT NO. 1409 AND
NATHAN WADE SURVEY, ABSTRACT NO. 1407
CITY OF DENTON, DENTON COUNTY, TEXAS
CITY OF DENTON PROJECT NO. FP25-0012

SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779
TBPELS Firm # 10193823

Scale	Drawn By	Checked By	Date	Project No.	Sheet #
1" = 100'	MBM/JCC	NRA	MAY 2025	063411024	3 OF 4

OWNER:
Catamon 35 Five, Inc.
19950 Dallas Pkwy., Suite 120
Dallas, Texas 75248
Ph: 972-732-9000
Contact: Shuta Nelzer, President

APPLICANT:
Kimley-Horn and Associates, Inc.
100 W. Oak St., Suite 203
Denton, TX 76201
Ph: 940-287-3620
Contact: Mark Madole, P.E.

Filed for Record
In the Official Records Of:
Denton County
On: 8/28/2026 3:21:01 PM
In the PLAT Records
SUMMIT 35 ADDN
Doc. Number: 2026 - 151
Number of Pages: 4
Amount: 250.00
Order #: 20250423000084
By: WD

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OWNERS CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS CATDENTON 35 FIVE, INC., a the right's owner of a tract of land situated in the Alexander White Survey, Abstract No. 1406 and the Nathan Wade Survey, Abstract No. 1407, City of Denton, Denton County Texas, and being a portion of a called 73.486 acre tract of land described in a General Warranty Deed to Catdenton 35 Five, Inc., as recorded in instrument No. 2013- 45376 of the Official Public Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set on the west line of said 73.486 acre tract and intersection of the east right of way line of Interstate Highway 35, a variable width right of way, with the northerly right of way line of State Highway Loop 288, a variable width right of way, described as Parcel 50 (called 1.0405-acres), in a deed to the State of Texas, as recorded in Instrument No. 2003-1 8441 of the Official Public Records of Denton County, Texas, from which a brass disk TXDOT right of way monument found for the southwest corner of said 73.486-acre tract bears South 03°19'12" East, a distance of 544.70 feet;

THENCE North 03°19'12" West (called N02°03'01" West), along the west line of said 73.486-acre tract and the east right of way line of said Interstate Highway 35, a distance of 895.56 feet to a point for the western, northwest corner of said 73.486-acre tract, from which, a found 1/2-inch iron rod bears South 04°29' West, 1.70 feet;

THENCE South 89°09'01" East (called South 87°53'41" East), departing the east right of way line of said Interstate Highway 35, along a northerly line of said 73.486-acre tract and generally along a barbed wire fence, a distance of 1,005.87 feet (called 1,009.57 feet) to a fence corner post found for a corner, from which a 1/2-inch iron rod with an illegible plastic cap found for the southeast corner of Lot 1, Block A of Denton Travel Center an addition to the City of Denton, according to the final plat, recorded in Document No. 2009-21 of the Plat Records of Denton County, Texas, bears North 48°48' West, 2.05 feet;

THENCE North 00°01'26" East (called North 01°17'52" east), along a western line of said 73.486-acre tract a distance of 421.82 feet (called 446.20 feet) to a point for the southwest corner of Parcel 1 Part 1, described in a deed to the State of Texas, as recorded in Volume 4965, Page 2063 of the Official Public Records of Denton County, Texas, same being on the southerly right of way line of North Elm Street (U.S. Highway 77), a called 160' wide right of way;

THENCE South 88°48'47" East (called South 87°39'17" East), along the southerly line of said Parcel 1 Part 1 and said North Elm Street (U. S. Highway 77), a distance of 116.82 feet (called 115.79 feet) to an aluminum disk TXDOT right of way marker found on an easterly line of said 73.486-acre tract for the southeast corner of said Parcel 1 Part 1, same being the southwest corner of Parcel 5A, described in a deed to the State of Texas, as recorded in Volume 4965, Page 2743 of the Official Public Records of Denton County, Texas, same also being on the west line of Lot 1R2, Block A of Sauls Addition, an addition to the City of Denton, according to the final plat, recorded in Document No. 2013-526 of the Plat Records of Denton County, Texas;

THENCE South 30°13'08" West (called South 0°23'49" West), departing the southerly right of way line of said North Elm Street (U. S. Highway 77), along an easterly line of said 73.486 acre tract and the westerly line of said Lot 1R1, passing at a distance of 542.17 feet a 1/2-inch iron rod found at a fence corner post for the southwest corner of said Lot 1R2 and the northwest corner of Lot 1R1, Block A of said Sauls Addition, continuing along the west line of said Lot 1R1, a total distance of 914.5' feet (called 936.41 feet) to a 1/2-inch iron rod found for the southwest corner of Lot1R1;

THENCE South 89°20'44" East (called South 88°05'15" East), along a northern line of said 73.486-acre tract the south line of said Lot 1R1 and generally along a fur bed wire fence, passing at a distance of 464.46 feet, a 1/2-inch iron rod with an illegible plastic cap found for the southeast corner of Lot 1R1 and the southwest corner of a called 7.511-acre tract of land, described in a deed to Inland Truck Parts Co., as recorded in Instrument No. 2005-137344 of the Official Public Records of Denton County, Texas, continuing along the south line of said 7.511-acre tract, for a total distance of 1,318.21 feet(called 1,316.47 feet) to a 1/2-inch iron rod with a plastic cap, stamped "WIER AGGOS INC" found for the southeast corner of said 7.211 acre tract;

THENCE North 03°39'54" East (called North 02°02'54" East), along a westerly line of said 73.486-acre tract and the east line of said 7.511 acre tract, a distance of 313.5' feet (called 317.77 feet) to an aluminum disk TXDOT right of way marker found on the southerly right of way line of aforesaid North Elm Street (U.S. Highway 77), same being the southwestcorner of Parcel 4 Part 2, as described in a deed to the State of Texas, as recorded in aforesaid Volume 4983 Page 2095 of the Official Public Records of Denton County, Texas;

THENCE South 86°45'47" East (called South 87°18'57" East), along a northerly line of said 73.486-acre tract, the southerly line of said Parcel 4 Part2 and said North Elm Street (U.S. Highway 77), a distance of 446.33 feet (called 446.33 feet) to an aluminum disk TXDOT right of way marker found for the southeast corner of said Parcel 4 Part 2;

THENCE South 03°39'29" West (call ed South 03°11'47" West) departing the southerly right of way line of said North Elm Street (U.S. Highway 77, along the easterly line of said 73.486-acre tract, the westerly line of a tract of land described in a deed to Debra Johnson Morgan, Trustee of the Hazel K. King Land Trust, as recorded in Volume 3245, Page 401 of the Official Public Records of Denton County, Texas, and generally along a barbed wire fence, a distance of 611.84 feet to a 1/2-inch iron rod with a plastic cap, stamped "AAS 4657" found for the northeast corner of aforesaid Parcel 50 (called 1.0405-acres), same being on the north right of way line of aforesaid State Highway Loop 288, and being in the beginning of a non-tangent curve to the right with a radius of 3,900.00 feet, a central angle of 04°29'46", and a chord bearing and distance of South 79°07'28" West, 305.01 feet;

THENCE in a westerly direction, along the north right of way line of said State Highway Loop 288 as described in said Parcel 50 (called 1.0405-acres), and generally along a barbed wire fence, the following:

With said non-tangent curve to the right, an arc distance of 273.58 feet to a 1/2-inch iron rod with a plastic cap, stamped "AAS 4657" found at the beginning of a non-tangent curve to the right with a radius of 1,422.00 feet, a central angle of 22°04'53", and a chord bearing and distance of South 86°45'02" West, 517.62 feet;

In a westerly direction, with said non-tangent curve to the right, an arc distance of 682.03 feet to a 1/2-inch iron rod found at the beginning of a reverse curve to the left with a radius of 1,076.00 feet, a central angle of 07°11'20", and a chord bearing and distance of North 86°21'29" West, 673.05 feet;

In a westerly direction, with said reverse curve to the left, an arc distance of 123.14 feet to a 1/2-inch iron rod with a plastic cap, stamped "AAS 4657" found for corner;

North 89°37'37" West, a distance of 1,324.81 feet to a 1/2-inch iron rod with a plastic cap, stamped "AAS 4657" found at the beginning of a non-tangent curve to the right with a radius of 1,271.00 feet a central angle of 33°38'37", and a chord bearing and distance of North 41°10'20" West 734.94 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 745.88 feet to the **POINT OF BEGINNING** and containing 69.175 acres (2,909,085 square feet) of land, more or less.

OWNER'S DEDICATION

STATE OF TEXAS §

COUNTY OF DENTON §

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

THAT, **CATDENTON 35 FIVE, INC.**, does hereby adopt this plat designating the herein described property as **SUMMIT 35 ADDITION**, an addition to Denton County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown hereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, or other improvements shall be constructed or placed upon, over, or across the easements as shown. The City of Denton shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Denton shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

WITNESS MY HAND, this 28 day of May 2026

BY: CATDENTON 35 FIVE, INC.

By: _____
Signature

By: SHULA VETZER, President
Printed Name and Title

STATE OF TEXAS §

COUNTY OF Dallas §

Before me, the undersigned authority, on this day personally appeared Shula Vetzer, President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of May 2026

_____
Notary Public, State of Texas

My commission expires: 3-13-2028

MELINDA JORDAN
Notary Public, State of Texas
Comm. Expires 03-13-2028
Notary ID 124418432

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, Michael B. Marx, I, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this subdivision is true and correct, was prepared from an actual and accurate survey of the land, according to the standards of practice of the Texas Board of Professional Land Surveyors; and that all previously existing property monuments are sufficiently described on this document as found and all set monuments exists or exceeds the requirements of section 138.07, The State of Texas, Texas Engineering and Land Surveying Practice Act and Rules concerning Practice and Licensure.

_____ 5/22/26
Michael B. Marx Date
Registered Professional Land Surveyor No. 5161
Kimley-Horn and Associates, Inc.
5160 Warren Pkwy., suite 210
Frisco, Texas 75034
Phone 972-335-3580

STATE OF TEXAS
MICHAEL B. MARX
5161
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared Michael B. Marx, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of May 2026

_____
Notary Public, State of Texas

My commission expires 08/31/2026

ANN PICARELLI PURPURA
Notary Public, State of Texas
Comm. Expires 08/31/2026
Notary ID 132441169

Planning and Zoning Commission Approval

This is to certify that the Planning and Zoning Commission of the City of Denton, Texas has approved this plat and subscribes of SUMMIT 35 ADDITION in conformance with the laws of the State of Texas and the ordinances of the City of Denton as shown hereon and authorizes the recording of this plat this 3rd day of May 2026.

_____
Chair, Planning & Zoning Commission

_____
City Secretary

GENERAL NOTES:

1. The purpose of this plat is to create 6 commercial lots and to dedicate access, utility and drainage easements.
2. Master Note N/A
3. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone 4202, using the City of Denton control monumentation. All distances shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) = 0.99994430405
4. This plat was prepared to meet City of Denton and Denton County requirements. This plat was prepared from the information in First American Title Insurance Company, GF. No. 1000-4477134-RTT, effective date June 23, 2025. The surveyor has not platted all the above property.
5. This plat lies entirely within the City Limits of Denton, and Denton County.
6. Selling a portion of this addition by metes and bounds is a violation of City ordinance and state laws and is subject to fines and withholding of utilities and building permits.
7. Approval of this plat will expire two years from Planning and Zoning Commission approval if not recorded in the real property records of the County of Denton.
8. There are no gas, petroleum, or similar common carrier pipelines and/or pipeline easements within the limits of the subdivision.
9. All landscaping and structures, including fences, on or adjacent to easements and at intersections shall conform to the City of Denton and AASHTO sight distance requirements for motorists.
10. No owner of land subject to an easement may place, build, or construct any permanent building, structure, or obstruction of any kind over, under or upon the easement, provided that such owner may cross or cover the easement with a paved driveway or paved parking lot under the following conditions:

a) The driveway shall be joined at the two diary line of the easement to limit the amount of paving that must be removed to provide access; and

b) There shall be no obligation of the City to replace or repair anything removed in the exercise of this easement.

c) No permanent shall be constructed in a drainage or floodplain easement unless specifically approved by the City Engineer of the City of Denton.

11. Maintenance of all private sanitary sewer storm sewer, and water facilities onsite shall be the responsibility of the property owner. The City of Denton shall have no responsibility to maintain such facilities.
12. Excavation of private improvements into public easements shall not be permitted.
13. A Tree Survey and Preservation Plan will be required to proceed with the Building Permits on the subject site. Minimum Tree Preservation requirements of the Denton Development Code Section 7.7.4 must be met, prior to release of all permits.
14. Sidewalks shall be constructed as required by the Transportation Criteria Manual and Section 7.8.11 of the Design Standards of the City of Denton, except in the case of streets where a payment in lieu of construction agreement per DDC 7.8.7D has been approved by the City of Denton. Prior to the acceptance of streets within the subdivision by the City of Denton, sidewalks shall be constructed by the developer along all streets where non-residential construction will be front or side. Commercial building developers shall construct sidewalks along streets in which non- residential construction has, and along streets on which non-residential construction will be issued.
15. Wastewater utility service will be provided by the City of Denton
16. Master Note N/A
17. Master Note N/A
18. Water utility service will be provided by the City of Denton.
19. All drainage easements are to be kept clear of fences buildings, trees and other obstructions to the operation and maintenance of the drainage facility.
20. According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0360G for Denton County, Texas and Incorporated areas, dated April 18th, 2011 this property is located within Zone X (Shaded) [defined as "Areas determined to be outside the 0.2% annual chance floodplain". If this site is located within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods than are will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
21. Vertical datum used for the minimum finished floor elevations is NAVD 88 and is the same as the datum used to establish 100 year base flood elevations.
22. The Minimum Finish Floor (Slab) Elevation shall be:
    - Lot 1 & 2 = 776.5' 18" above the 100 year water surface elevation of none 1(737.0)
    - Lot 3 = 780'1, 18" above the 100 year water surface elevation of Pond B (762.5')
    - Lot 4, 5 & 6 = 781'9, 18" above the 100 year water surface elevation of Pond A (763.5')

    one foot above top of curb; 1.5 feet above natural ground, or if applicable, as indicated on individual lot, whichever elevation is higher. Natural ground conditions indicated are prior to development of the tract.
23. Master Note N/A
24. Master Note N/A
25. This plat is hereby adopted by the owner and approved by the City of Denton (called "City") subject to the following conditions that shall be binding upon the owners, their heirs, grantees and successors. The Drainage, Detention & Access Easements within the limits of this addition shall remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage Detention & Access Easements. The City will not be responsible for the maintenance and operation of said easements or for any damage to private property or person that results from conditions in the easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Drainage, Detention & Access Easements, as herein above defined, unless approved by the City. The owners shall keep the drainage and detention easement clear and free of debris, silt, and any substance that would result in unsanitary conditions or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance by the owners to alleviate any undesirable conditions that may occur. Furthermore, the City shall have the right, but not the obligation, to enter upon the above-described Drainage, Detention & Access Easement to remove any obstruction to the flow of water; after giving the owner a written notice of said obstruction and owners fail to remove said obstruction. Should the City of Denton be compelled to remove any obstruction to the flow of water, after giving the owners written notice of such obstruction and owners fail to remove such obstruction, the City of Denton shall be reimbursed by the owners for reasonable costs for labor, materials, and equipment for each instance. The natural drainage through the Drainage, Detention & Access Easement is subject to storm water overflow and natural bank erosion to an extent that cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena or resulting from the failure of any structure or obstruction, within the easement or otherwise.
26. The property is subject to comply by City of Denton ordinance and all regulations set forth therein.
27. As required by Section 35.60 of the Development Code the City shall not issue any permits for construction within the subdivision within those portions limits except permits to construct public improvements, until such time as all public improvements of the subdivision have been constructed and accepted by the City or a certified check, performance bond, or letter of credit is provided to and accepted by the City.
28. Master Note N/A
29. Master Note N/A
30. Master Note N/A
31. Master Note N/A
32. Master Note N/A
33. IMPORTANT NOTICE: THE CITY OF DENTON HAS ADOPTED THE NATIONAL ELECTRICAL SAFETY CODE (THE "CODE"). THE CODE GENERALLY PROHIBITS STRUCTURES WITHIN 175 FEET ON EITHER SIDE OF THE CENTER LINE OF OVERHEAD 345KV BUILT ON LINES AND WITHIN 125 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD TRANSMISSION LINES. IN SOME INSTANCES THE CODE REQUIRES GREATER CLEARANCES. BUILDING PERMITS WILL NOT BE ISSUED FOR STRUCTURES WITHIN THESE CLEARANCE AREAS. CONTACT THE BUILDING OFFICIAL WITH SPECIFIC QUESTIONS.
34. Master Note N/A
35. Master Note N/A
36. Master Note N/A
37. Master Note N/A
38. Master Note N/A
39. Master Note N/A
40. Master Note N/A
41. Master Note N/A
42. Property owners are responsible for the maintenance of the facilities on/in the access easements and detention areas.
43. Master Note N/A
44. All numbers omitted above are City of Denton Master Notes that do not apply to this property and were intentionally omitted.
45. As of the date of this plat, there are no existing wells on the platted property.
46. **NO BUILD EASEMENT PURPOSE**
    This Easement is platted for the purpose of assuring the open space and fire separation distance requirements of the International Building Code (IBC) Section 507, as adopted by City of Denton, to permit the construction and operation of an unlimited area building of Occupancy Group A-5 on the Riverfront Parcel, without the requirement for a 3-hour fire-rated exterior wall by maintaining the required open area and unobstructed yard in accordance with IBC Section 507.

RESTRICTIONS

1. Erect, construct, or permit any building, structure, or improvement of any kind;
2. Place or store any materials, equipment, or objects that would constitute a structure under applicable building codes;
3. Take any action that would reduce the unobstructed open space below the minimum distance required by the IBC for unlimited area building compliance, currently **60 feet** from the property line;
4. Grant any other easement, license, or right that would conflict with or impair the open space requirements herein.

PERMITTED USES

1. Surface parking and paving
2. Landscaping, grading, and utilities
3. Fencing (non-structural)
4. Drive entrances and pavements

FINAL PLAT
SUMMIT 35 ADDITION

LOTS 1-6, BLOCK A

6 COMMERCIAL LOTS

69.175 ACRES SITUATED IN THE
ALEXANDER WHITE SURVEY, ABSTRACT NO. 1406 AND
NATHAN WADE SURVEY, ABSTRACT NO. 1407
CITY OF DENTON, DENTON COUNTY, TEXAS
CITY OF DENTON PROJECT NO. PP26-3012

SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210, Frisco, Texas 75034 — Tx. No. (972) 335-3580 — FIRM # 10193922 — Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	SHEET
-	MBM/JCG	KHA	MAY 2026	063411024	4 OF 4

OWNER:
Catdenton 35 Five, Inc
16950 Dallas Pkwy., Suite 120
Dallas, Texas 75248
Ph: 972-733-4000
Contact: Shula Neber, President

APPLICANT:
Kimley-Horn and Associates, Inc.
100 W. Oak St., Suite 200
Denton, TX 76201
Ph: 940-297-3620
Contact: Mack Mattke, P.E.

Filed for Record
In the Official Records of
Denton County
On: 5/28/2026 03:40:01 PM
In the PLAT Records
SUMMIT 35 ADDN
Doc Number: 2026 - 100
Number of Pages: 4
Fee: $50.00
Clerk: JCOSSIO
By: WD

DOCUMENT 1 OF 1 SUBDIVISION/SUMMIT 35 ADDITION/PLAT/PLAT - SUMMIT 35 ADDITION.DWG 5/19/2026 3:08 PM

Exhibit "B"- Water Easement

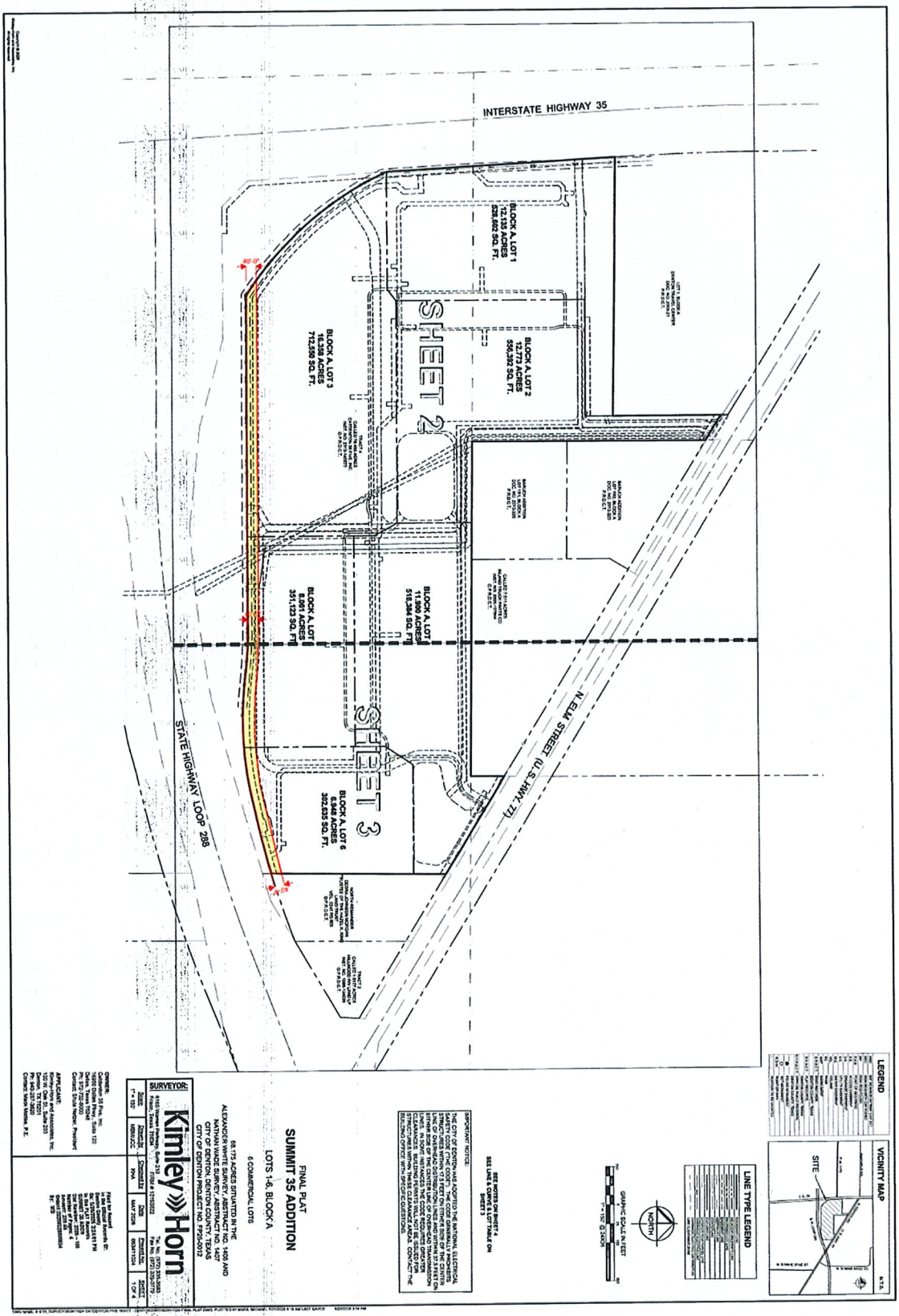


Exhibit "C"- Easement Form

Project:Summit35 Development Agreement: EXHIBIT "C"
Project Number: DA File ID No. 26-0762
Parcel Number:1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: [YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.]

WATER EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

THAT _____ ("Grantor"), of _____ County, State of _____, whose mailing address is _____, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by the **CITY OF DENTON** ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does by these presents GRANT, BARGAIN, SELL, and CONVEY unto the City of Denton a _____-acre perpetual water line easement (the "Easement") in, along, upon, under, over, and across the following described property (the "Property Interest"), owned by Grantor and situated in Denton County, Texas, being located in the _____ Survey, Abstract Number _____, to wit:

PROPERTY AREA DESCRIBED IN EXHIBIT "A"
AND ILLUSTRATED IN EXHIBIT "B"
ALL OF WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF

For the following purposes:

Constructing, reconstructing, installing, repairing, relocating, operating, and perpetually maintaining water line pipelines, and related facilities and appurtenances, in, along, upon, under, over and across said Property Interest, including without limitation, the free and uninterrupted use, liberty, passage, ingress, egress and regress, at all times in, along, upon, under, over and across the Property Interest to Grantee herein, its agents, employees, contractors, workmen and representatives, for the purposes set forth herein, including without limitation, the making additions to, improvements on and repairs to said facilities or any part thereof.

This Easement is subject to the following:

1. Structures. Except as expressly authorized in the notes of plat CC#2026-196 recorded in the Map Records of Denton County, Texas, attached hereto as Exhibit C (the "Plat"), no buildings, fences, structures, signs, facilities, improvements or obstructions of any kind, or portions thereof, shall be constructed, erected, reconstructed or placed in, along, upon, under, over or across the Property. Further, Grantor stipulates and acknowledges that the Grantee, in consideration of the benefits above set out, may remove from the Property, such buildings, fences, structures, signs, facilities, improvements and other obstructions as may now or hereafter be found upon said Property and dispose of any such buildings, fences, structures, signs, facilities, improvements or obstructions, except those expressly authorized in the Plat notes and installed in accordance with all City policies, procedures, regulations, and applicable law, in any manner it deems appropriate without liability to Grantee.

2. Maintenance of Lateral Slope. No activity, of any kind, shall be conducted on the Property by Grantor that may impair, damage or destroy the lateral slope established for drainage, including without limitation, excavation or movement of soil or other material.

3. Access. For the purpose of exercising and enjoying the rights granted herein, the Grantee shall have access to the Property Interest by way of existing public property or right-of-way.

4. Trees and Landscaping. No shrub or tree shall be planted upon the Property Interest or that may encroach upon the Property Interest. Grantee may cut, trim, or remove any shrubs or trees, or portions of shrubs or trees now or hereafter located within or that may overhang upon the Property Interest without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

5. Grantor's Rights. Grantor shall have the right, subject to the restrictions contained herein, to make use of the Property Interest for any purpose that does not interfere with the City's rights granted to it herein for the purposes granted.

6. Successors and Assigns. This grant and the provisions contained herein shall constitute covenants running with the land and shall be binding upon the Grantor and Grantee, and their heirs, successors and assigns.

Upon completion of construction, all surplus excavation, debris, trash or litter resulting from construction shall be cleaned up and hauled off the premises, and the easement property, including any fences disturbed, shall be restored to its original contour and condition.

TO HAVE AND TO HOLD unto the said City of Denton as aforesaid for the purposes aforesaid the premise above described.

Project:Summit35 Development Agreement: EXHIBIT "C"
Project Number: DA File ID No. 26-0762
Parcel Number:1

EXECUTED the _____ day of _____, 20___.

Grantor: _____

By: _____
Print Name: _____
Print Title: _____

ACKNOWLEDGEMENT

THE STATE OF _____§

COUNTY OF _____§

This instrument was acknowledged before me on this _____ day of _____ , 20____ by _____.

Given under my hand and seal of office on this _____ day _____ of , 20___.

(Seal)

_____
Notary Public, in and for the State of _____
Printed name: _____
My commission expires: _____

Accepted this _____ day of _____, 20___ for the City of Denton, Texas (Resolution No. 91-073).

BY: _____

AFTER RECORDING RETURN TO:
Development Services – Real Estate Division
401 N. Elm Street
Denton, Texas 76201

REV 04/2026_RE_APPROVED
Approved for City of Denton use only. "Do Not Distribute"

Exhibit "D"- Temporary Line Easement

BEING a tract of land situated in Lots 2, 4 and 5, Block A of Summit 35 Addition, an addition to the City of Denton, Denton County, Texas, according to the plat thereof recorded in Document No. 2026-196 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the southwest corner of Lot 1R1, Block A of Baruch Addition, an addition to the City of Denton, Texas, according to the plat thereof recorded in Document No. 2013-320 of the Plat Records of Denton County, Texas, common to an angle point in the easterly line of said Lot 2, Block A, same being on the easterly line of an existing 20' wide utility easement, recorded in Instrument No. 2012-135860 of the Official Public Records of Denton County, Texas;

THENCE South 00°14'24" East, departing the easterly line of said Lot 2, Block A and crossing said Lot 2, Block A and along the easterly line of said existing 20' wide utility easement, a distance of 18.54 feet to the southeast corner of said existing 20' wide utility easement, same being the **POINT OF BEGINNING** of the herein described easement tract;

THENCE South 29°26'59" East, continuing across said Lot 2, Block A, a distance of 6.88 feet to a point for corner;

THENCE South 89°21'09" East, continuing across said Lot 2, Block A and crossing said Lot 4 Block A, a distance of 406.59 feet to a point for corner;

THENCE South 44°50'06" East, continuing across said Lot 4, Block A, a distance of 35.07 feet to a point for corner;

THENCE South 00°19'03" East, continuing across said Lot 4, Block A and crossing said Lot 5, Block A, a distance of 741.91 feet to a point for corner on the northerly line of an existing 20' wide sanitary sewer easement, recorded in Instrument No. 2024-26712 of the Official Public Records of Denton County, Texas;

THENCE North 81°43'06" West, continuing across Lot 5, Block A and along the northerly line of said existing 20' wide sanitary sewer easement, a distance of 16.18 feet to a point for corner;

THENCE North 00°19'03" West, departing the northerly line of said existing 20' wide sanitary sewer easement and continuing across said Lot 4 and Lot 5, Block A, a distance of 732.94 feet to a point for corner;

THENCE North 44°50'06" West, continuing across said Lot 4, Block A, a distance of 21.97 feet to a point for corner;

THENCE North 89°21'09" West, continuing across said Lot 4, Block A and crossing said Lot 2, Block A, a distance of 409.25 feet to a point for corner;

THENCE North 29°26'59" West, continuing across said Lot 2, Block A, a distance of 25.19 feet to the southwest corner of said existing 20' wide utility easement;

THENCE South 89°51'54" East, continuing across Lot 2, Block A and along the southerly line of said existing 20' wide utility easement a distance of 18.39 feet to the **POINT OF BEGINNING** and containing 0.4371 of an acre (19,038 square feet) of land, more or less.

EXHIBIT "A"
16' WATER & WASTEWATER EASEMENT
0.4371 ACRE (19,038 SQ. FT.)
SUMMIT 35 ADDITION
CITY OF DENTON
DENTON COUNTY, TEXAS

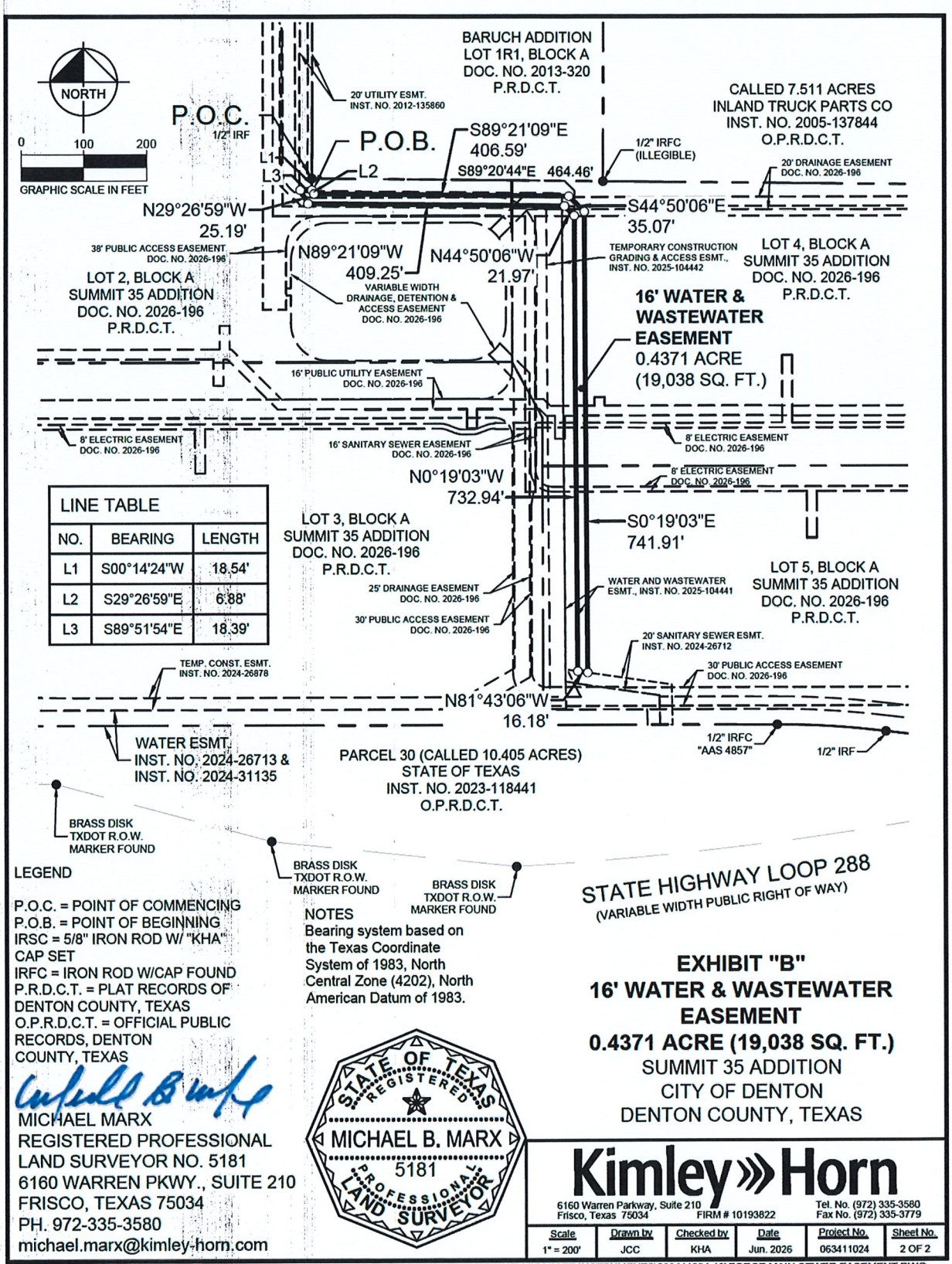
MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL B. MARX
5181
PROFESSIONAL
LAND SURVEYOR

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JCC	KHA	Jun. 2026	063411024	1 OF 2

CRABLE, JEFF 6/2/2026 9:22 AM K:\FRI_SURVEY\063411024 CATDENTON FIVE TRACT - DENTON\DWG\SEPARATE INSTRUMENTS\063411024 16' FORCE MAIN SEWER EASEMENT.DWG



LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°14'24"W	18.54'
L2	S29°26'59"E	6.88'
L3	S89°51'54"E	18.39'

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS

NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL B. MARX
5181
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"
16' WATER & WASTEWATER EASEMENT
0.4371 ACRE (19,038 SQ. FT.)
SUMMIT 35 ADDITION
CITY OF DENTON
DENTON COUNTY, TEXAS

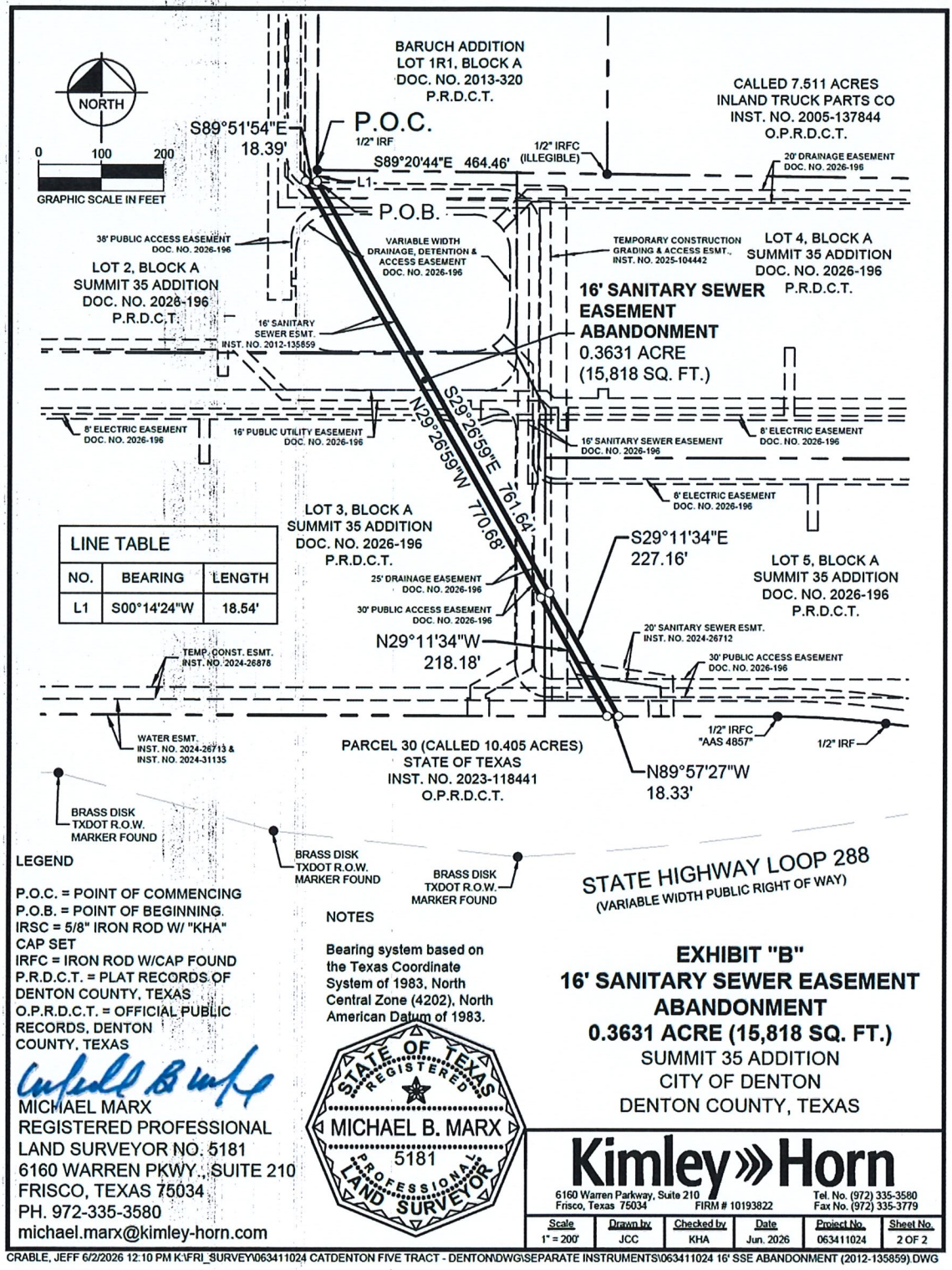
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	JCC	KHA	Jun. 2026	063411024	2 OF 2

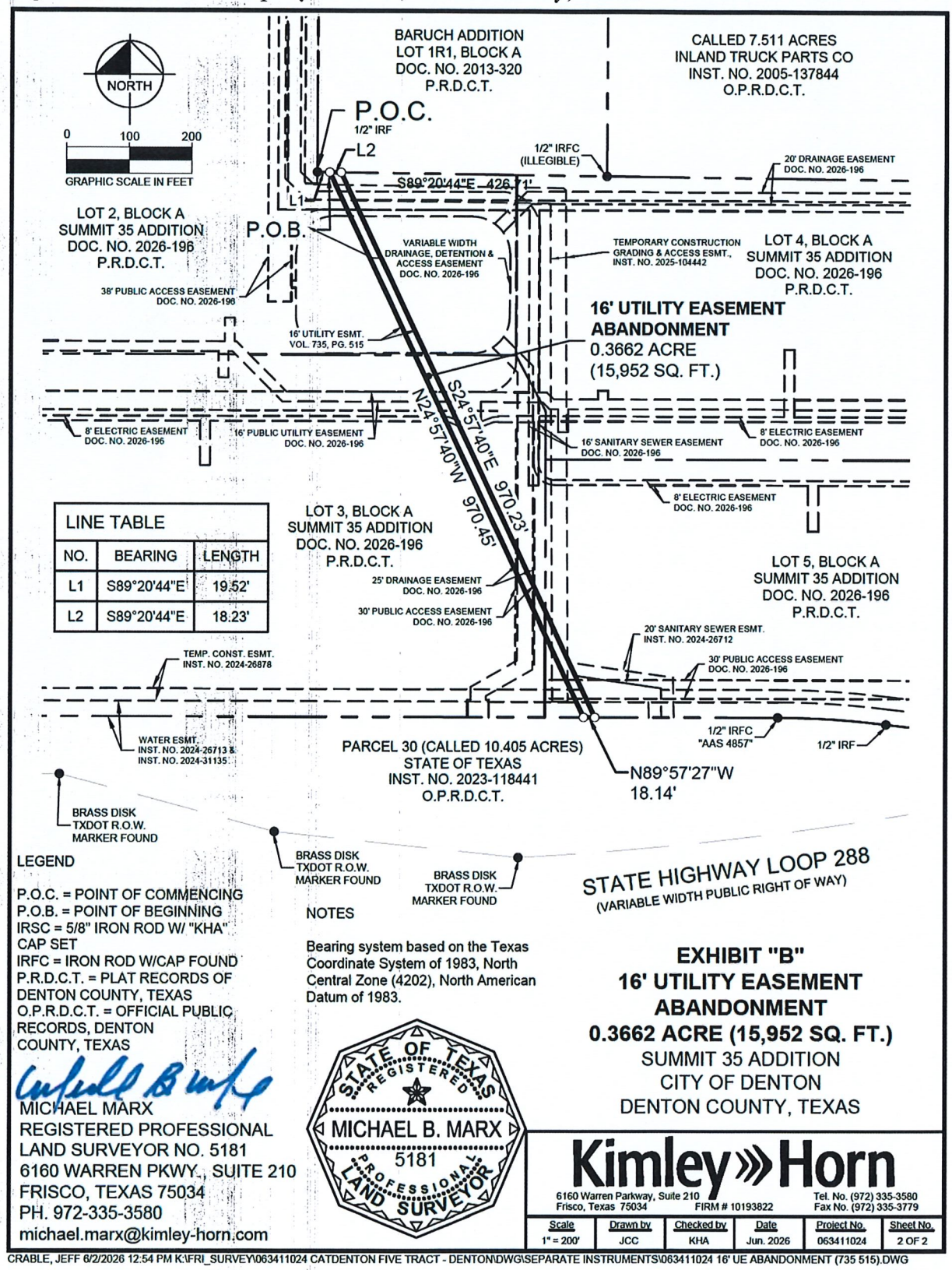
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Exhibit "E"- Easements to be Abandoned

(1) that certain 16' sanitary sewer easement granted filed November 30, 2012, recorded in CC# 2012-135859, in the Real Property Records of Denton County, Texas



(2) that certain 16' easement for public utilities filed February 12, 1975, recorded in Volume 735, Page 515, of the Real Property Records, Denton County, Texas.



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

CM/DCM/ACM: **Kenneth Hedges**

DATE: **June 16, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, a home-rule municipal corporation, authorizing the City Manager, or their designee, to execute a facilities agreement with 636 Denton Dev Company, LLC, wherein the Developer will plan, design, and construct a temporary wastewater treatment plant, city water line, and other water and wastewater facilities necessary to serve the Sundance Development generally located west of the intersection of Farm-to-Market Road 2164 and Milam Road East; requiring the City's withdrawal of its protest of Texas Pollutant Discharge Elimination System Permit No. WQ0016632001; providing for the City's ownership and operation of water and wastewater facilities, including the wastewater treatment plant; requiring transfer of Texas Pollutant Discharge Elimination System Permit No. WQ0016632001, when issued, from the Developer to the City; providing a capacity reservation to the developer; and providing an effective date. The Public Utilities Board recommends approval (5 - 0).

STRATEGIC ALIGNMENT

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

BACKGROUND

The Developer, 636 Denton Dev Company, LLC, plans to construct a mixed residential project known as the Sundance Development in the City of Denton extraterritorial jurisdiction (ETJ). The project will eventually have up to 2,000 single family equivalents (SFEs). The development area sits entirely within the City of Denton's certificated sewer service area but falls within a dually certificated water service area shared by both the City and the Bolivar Water Supply Corporation. To ensure unified utility operations, the Developer has agreed to the City of Denton serving as the sole retail provider of water and sewer services to the entire development.

To establish water service, the Developer will design and construct a 16-inch water line capable of serving the maximum 2,000 SFEs at their sole expense. Once the water line is completed, inspected, and accepted, the Developer will dedicate the infrastructure to the City without compensation. In return, the City will reserve 2,000 SFEs of water capacity specifically to supply the Sundance property as it develops, but this line will serve future developments in the area and is sized to the City's water master plan capacity.

Because the City's central sewer system does not yet reach the property, the agreement will require the Developer to construct a temporary, three-phase neighborhood Wastewater Treatment Plant (WWTP). Following the completion of the initial construction phase, the Developer will transfer the required state discharge permit and dedicate the plant facilities to the City. The City will then operate the temporary

plant to serve the development. Additionally, Denton will retain 100% ownership of all treated effluent discharged from the plant for future water planning efforts.

The permanent wastewater solution requires connecting the development directly to the City's future Clear Creek Interceptor. Once the Clear Creek Interceptor is extended, the Developer must construct a connecting pipeline at its own expense. Within 270 days after this central connection becomes active, the City will cease operating the temporary WWTP. The Developer is then legally and financially responsible for decommissioning and removing the temporary plant from the site, and must either relocate the infrastructure to a City-approved location or safely dispose of it.

By executing this agreement, the City of Denton agrees not to oppose the temporary plant's state permit application and will formally withdraw all previously filed public comments and hearing requests.

RECOMMENDATION

Staff recommends approval of the agreement.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

June 8, 2026- The Public Utilities Board recommended approval 5-0

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance

Respectfully submitted:
Charlie Rosendahl
Director of Development Services

ORDINANCE NO. 26-0794

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, A HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE A FACILITIES AGREEMENT WITH 636 DENTON DEV COMPANY, LLC, WHEREIN THE DEVELOPER WILL PLAN, DESIGN, AND CONSTRUCT A TEMPORARY WASTEWATER TREAMENT PLANT, CITY WATER LINE, AND OTHER WATER AND WASTEWATER FACILITIES NECESSARY TO SERVE THE SUNDANCE DEVELOPMENT GENERALLY LOCATED WEST OF THE INTERSECTION OF FARM-TO-MARKET ROAD 2164 AND MILAM ROAD EAST; REQUIRING THE CITY'S WITHDRAWAL OF ITS PROTEST OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0016632001; PROVIDING FOR THE CITY'S OWNERSHIP AND OPERATION OF WATER AND WASTEWATER FACILITIES, INCLUDING THE WASTEWATER TREATMENT PLANT; REQUIRING TRANSFER OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0016632001, WHEN ISSUED, FROM THE DEVELOPER TO THE CITY; PROVIDING A CAPACITY RESERVATION TO THE DEVELOPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 636 Denton Dev Company, LLC (the "Developer") intends to develop and construct residential dwellings, commercial property, and other improvements on real property that is or will be owned by the Developer, collectively known as the Sundance Development (the Development); and

WHEREAS; the Developer currently owns property in the City's extraterritorial jurisdiction and intends for the Development to include property within City limits and the City's extraterritorial jurisdiction; and

WHEREAS, the Development is located within an area covered by the City's Certificates of Convenience and Necessity ("CCNs") for water and sewer service, respectively; and

WHEREAS, the Development will require retail water utility service and the collection, treatment, and disposal of domestic wastewater; and

WHEREAS, the City intends to extend its wastewater collection system into an area near the Development, in accordance with the City's Capital Improvement Plan; and

WHEREAS, the Developer submitted an application to the Texas Commission on Environmental Quality ("TCEQ" for Texas Pollutant Discharge Elimination System Permit No. WQ0016632001 ("Permit"); and

WHEREAS, the City protested the Permit application on July 24, 2025, on grounds involving water quality, application completeness, need, public involvement, and the state's policy to encourage regionalization of wastewater facilities; and

WHEREAS, the Developer intends to obtain the Permit and construct a temporary domestic wastewater treatment package plant (the "WWTP") to serve the Development on an interim basis until the Development's connection to the City's wastewater collection system can be completed; and

WHEREAS, the Developer intends to convey the permit and the WWTP to the City; and

WHEREAS, the City intends to own and operate the WWTP on an interim basis and, at its option, store the plant for future use, as needed, upon connection of the Development to the City's wastewater collection system; and

WHEREAS, the Developer intends to construct all the water and wastewater infrastructure needed to connect the Development to the City's water and wastewater facilities and to dedicate those facilities to the City; and

WHEREAS, the Developer intends to construct a sixteen-inch (16") water line capable of serving the 2,000 single family equivalents needed by the Development (the "City Water Line") and to dedicate the line to the City in exchange for a reservation of capacity; and

WHEREAS, the City and the Developer desire to enter into the Facilities Agreement attached hereto as Exhibit "A" to define the terms, conditions, design specifications, dedication rules, and operational obligations governing the WWTP, the City Water Line, and all other water and wastewater infrastructure needed to serve the Development; and

WHEREAS, the City Council finds that the execution of the Facilities Agreement supports regionalization of wastewater systems in the area, the City's Capital Improvement Plan, and economic activity; and

WHEREAS, the City Council finds that execution of the Facilities Agreement protects the public health, safety, and general welfare of the community.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are true and correct and incorporated herein by reference.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Facilities Agreement, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, with 636 Denton Dev Company, LLC.

SECTION 3. The City Manager, or their designee, is authorized to carry out all duties and obligations to be performed by the City under the Facilities Agreement, unless otherwise explicitly

reserved in the agreement for City Council approval.

SECTION 4. Minor adjustments to the attached Facilities Agreement by the City Manager or their designee, such as filling in blanks and minor clarifications or corrections, and any modifications made by the City Council in the approval of this Ordinance are authorized.

SECTION 5. This Ordinance shall become effective immediately upon its passage and approval.

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullins

Exhibit "A"
Facilities Agreement

FACILITIES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

THIS FACILITIES AGREEMENT ("Agreement") is made and entered into as of the date of last execution by any Party (Effective Date") by and between the City of Denton, Texas ("City") and 636 Denton Dev Company, LLC ("Developer"), all together referred to as the "Parties" or individually as a "Party."

WHEREAS, the Developer owns real property and intends to acquire additional property within an area more specifically described and depicted shaded in green in Exhibit "A", attached hereto and incorporated into this Agreement for all purposes (the "Development Area"), for the purposes of planning, designing, and constructing one or more residential and commercial developments to have a maximum of 2,000 single family equivalents ("SFE"); and

WHEREAS, Developer has not yet selected all the preferred tracts of real property within the Development Area for future phases of the planned development; and

WHEREAS, the Development Area is within the certificated sewer service area of the City, as authorized by the Public Utility Commission of Texas ("PUC") through Certificate of Convenience and Necessity ("CCN") No. 20072, and is within a dually certificated water service area under CCN No. 10195, held by the City, and CCN No. 11257, held by the Bolivar Water Supply Corporation; and

WHEREAS, the Developer proposes to develop and construct residential dwellings and other improvements on real property that is or will be owned by the Developer within the Development Area ("Sundance Development"); and

WHEREAS, the Sundance Development will require retail potable water utility service and the collection, treatment, and disposal of domestic wastewater; and

WHEREAS, the Parties desire the City to provide retail water and sewer utility service to all customers within the Sundance Development, as authorized and required under CCN Nos. 10195 and 20072; and

WHEREAS, certain improvements to the City's public drinking water system must be made to serve the Sundance Development; and

WHEREAS, the Developer intends to construct a water line to serve the Sundance Development and to dedicate the water line to the City; and

WHEREAS, the City intends during the term of this Agreement to extend its central sewer system, in accordance with its Wastewater Master Plan, to an area within one mile of the Sundance Development, and once City wastewater facilities are extended to an area near the Sundance

Development, the Developer intends to construct, and convey to the City, wastewater facilities capable of collecting all domestic wastewater generated in the Sundance Development and delivering it to the City's wastewater system; and

WHEREAS, on September 24, 2024, the Developer filed an application ("Permit Application") with the Texas Commission on Environmental Quality ("TCEQ") for approval of Texas Pollutant Discharge Elimination System Permit No. WQ0016632001 ("Permit"); and

WHEREAS, the Permit, if issued, would authorize the Developer to construct, operate, own, and maintain a domestic wastewater treatment plant to serve the Sundance Development (the "WWTP") ; and

WHEREAS, after completion of construction of each phase of the WWTP by Developer, the Parties intend for the City to own, operate, and maintain the WWTP; and

WHEREAS, the City will operate the WWTP and serve the Sundance Development on a temporary basis until such time as the Developer can connect the Sundance Development to the City's wastewater collection system; and

WHEREAS, following connection of the Sundance Development to the City's wastewater collection system in accordance with this Agreement, the Developer will remove the WWTP at its own expense and, if requested by the City, deliver it to the City or dispose of it; and

WHEREAS, subject to the terms of this Agreement, the City will consent to TCEQ's issuance of the Permit and to the Developer's construction of the WWTP; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration of the mutual agreements established herein, the Parties, through their undersigned representatives, agree to the following terms and conditions.

1. Permit. The Developer shall, at the Developer's sole expense, prosecute the Permit Application and take all efforts necessary to obtain the Permit. The Permit will authorize construction and operation of three phases of the WWTP: Interim I, Interim II, and Final ("WWTP Phase(s)"). Developer shall be solely responsible for designing and constructing all phases of the permitted WWTP. After Developer's completion of construction of the Interim I phase of the WWTP at the WWTP Site, but not later than 45 days prior to the City's initiation of operation of the WWTP, Developer will complete its transfer of the Permit to the City and will dedicate the portions of the WWTP needed to operate the WWTP during the Interim I Phase to the City pursuant to Section 4 of this Agreement. The Parties agree that once transferred and dedicated to the City, the City shall be the sole permittee.

2. Consent and Covenant Not to Protest.

a. Subject to the Developer performing its obligations under this Agreement and the terms and conditions contained herein, the City agrees to not oppose the Permit Application or the TCEQ's issuance of the Permit.

b. To meet the City's reuse and water conservation commitments, all treated effluent discharged from the WWTP shall be made available exclusively for reuse by the City of Denton. In accordance with Section 7 of this Agreement, Denton shall possess all title and ownership to the wastewater treated and discharged by the WWTP.

c. Within ten (10) calendar days after the Effective Date of this Agreement, City shall file with the TCEQ a formal withdrawal of all public comments and hearing requests previously filed by the City in the TCEQ proceeding on TPDES Permit No. WQ0016632001.

3. Agreement Appurtenant to Land. This Agreement is appurtenant to and runs with the land on which the WWTP is constructed and maintained ("WWTP Site") as shown as the Large Utility Tract in Exhibit "D". The Developer shall cause a fully executed copy of this Agreement to be recorded in the Denton County property records within ten (10) calendar days of the Effective Date thereby serving as constructive notice to all future assigns, purchasers, or transferees of the WWTP Site of its obligations to the City under this Agreement.

4. WWTP Design, Construction, and Access.

a. The WWTP shall be constructed in accordance with each WWTP Phase authorized by the Permit. The Developer shall design and construct the WWTP at the WWTP Site in compliance with the Permit, any additional approvals required from or issued by the TCEQ or any other governmental agencies having jurisdiction, the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and any other applicable City rules or regulations. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the WWTP, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

b. The Developer shall design and construct the WWTP, and each of the WWTP Phases thereto, at its sole cost and expense, including any future expansions of the WWTP authorized by the Permit and required by demand for the service.

c. The Developer will consult the City as needed to ensure conformance with the City's specifications and shall design and construct the WWTP, and each of the WWTP Phases thereto, in a good and workmanlike manner, so the WWTP is fit for the intended purposes.

d. Final design standards and specifications for the WWTP, and each of the WWTP Phases thereto, will be subject to City review and written approval. The Developer agrees that Denton's engineers or other representatives may inspect and test the construction of the WWTP at any time to determine compliance with the City-

approved designs, plans, and specifications. Developer must notify the City in writing of the date upon which construction of each of the WWTP Phases is scheduled to commence, so the City may assign an inspector.

e. Developer shall dedicate the WWTP to the City on a phase-by-phase basis. Each WWTP Phase, and all appurtenant facilities and equipment, must be dedicated to the City without compensation by an appropriate legal instrument approved by the City Attorney. Dedication of the WWTP Phase shall occur upon:

i. Proper completion of construction of a WWTP Phase;
ii. Configuration of the WWTP Phase;
iii. Construction of all appurtenant facilities and equipment;
iv. Final inspection by the City; and
v. The City's written approval of the WWTP Phase and all appurtenant facilities and equipment.

Thereafter, the WWTP Phase and all appurtenant facilities and equipment, excluding the WWTP Site, shall be solely owned, operated, and maintained by the City. Dedication of the WWTP Phases shall continue until all WWTP Phases are complete, and the City owns the complete WWTP. The Developer will continue to own the WWTP Site at all times, subject to the easements provided in this Agreement.

f. Prior to the City's acceptance of Interim I phase, the Developer shall grant all necessary easements to access, operate, and maintain the entire WWTP including, without limitation, all WWTP Phases and all related facilities and equipment. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE "PERMITTED EXCEPTIONS"), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS.** All easements granted by Developer to the City shall be recorded in the Denton County property records and shall serve as "deed recorded easements" for purposes of TCEQ's management of the Permit, including transfer of the Permit from the Developer to the City under Section 1 of this Agreement.

5. Collection Facilities. Developer shall, at its sole cost and expense, design, construct, and install all facilities necessary for the collection and transport of wastewater to the

WWTP ("Collection Facilities"). Upon completion of construction, final inspection by the City, and the City's written approval and acceptance of the facilities, the Collection Facilities shall be dedicated to the City without compensation by an appropriate legal instrument approved by the City Attorney. The City shall thereafter operate such facilities in compliance with all applicable state and federal regulations, the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and all other applicable City rules or regulations.

a. The Developer shall design and construct the Collection Facilities in compliance with the Permit, any additional approvals required from or issued by the TCEQ or any other governmental agencies having jurisdiction, the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and any other applicable City rules or regulations. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the facilities, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

b. Final design standards and specifications for the Collection Facilities will be subject to City review and written approval. The Developer agrees that Denton's engineers or other representatives may inspect and test the construction of the Collection Facilities at any time to determine compliance with the City-approved designs, plans, and specifications.

c. Prior to the City's acceptance of the Collection Facilities, the Developer shall grant all necessary easements to access, operate, and maintain the Collection Facilities. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE "PERMITTED EXCEPTIONS"), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS**

6. WWTP and Collection System Operation and Maintenance. Upon transfer of the Permit to the City under Section 1, transfer of Interim I phase of the WWTP to the City under Section 4, and acceptance of Collection Facilities by the City, the City shall operate and maintain the WWTP in compliance with all applicable state and federal laws and TCEQ regulations including, but not limited to, those requiring the employment of a licensed plant operator with the

necessary class designation. The City shall operate the WWTP to exclusively serve retail sewer customers and connections within the Sundance Development. In addition to its operation and maintenance obligations, the City is responsible for billing and collecting any costs from users of its wastewater system, and the Developer will pay impact fees at the time of connection to the WWTP. Developer may recover impact fees through sales of residential and commercial units ultimately served by the WWTP.

7. Ownership of Wastewater, Permits and Regulatory Authorizations, and Liability.

a. The following definitions apply to this Agreement:

i. "Wastewater" or "Effluent" means all water-carried or liquid waste products from whatever source derived that enter the Developer's Wastewater System for treatment and discharge pursuant to the terms of the Permit and state and federal law. The words "Wastewater" and "Effluent" are interchangeable.

ii. "Denton's Wastewater System" means all facilities, structures, improvements, and other property of any nature whatsoever, now or hereafter owned by the Denton, in connection with diverting, pumping, collecting, storing, transporting, treating, and discharging wastewater.

b. Ownership and title to all Wastewater passes to the City upon discharge into Denton's Wastewater System. The Developer agrees it is solely responsible for the collection and discharge of Wastewater into Denton's Wastewater System and that liability for all damages arising from the transportation and discharge of all Wastewater into Denton's Wastewater System hereunder shall remain with the Developer.

c. The Developer will support and coordinate with the City in all its efforts to obtain permits and/or regulatory authorizations related to this Agreement from State and Federal agencies having jurisdiction including, without limitation, efforts by the City involving reuse and bed and banks permitting. The Developer agrees to provide the City with documents and information requested by the City as may be reasonably required by the City for such purposes. Developer hereby waives any objection or right of protest to the City's permitting and/or authorization applications for such purposes.

d. The Developer shall have no liability for the City's operation of Denton's Wastewater System or the City's design, construction, modification, maintenance, repair, operation, or use of such facilities. However, this limitation on liability shall not be construed to extend to liability in connection with matters involving the design or construction of the WWTP or the Collection Facilities.

8. Design and Construction of Developer Sewer Facilities.

a. The City will construct the Clear Creek Interceptor and any other facilities, as needed, to extend its wastewater collection system to an area near the Sundance Development, as depicted in Exhibit "B" (the "City's Sewer Facilities").

b. The Developer shall design and construct all facilities necessary to connect the Sundance Development to the City's Sewer Facilities, including the wastewater line from the Sundance Development to the City's Sewer Facilities ("Developer Sewer Facilities") at the proposed connection point depicted in Exhibit "B". The Developer will also obtain all easements needed for the Developer to construct and the City to access and maintain the Developer Sewer Facilities.

i. If the City requires relocation of the proposed connection point more than one mile from the point depicted in Exhibit "B", the City shall reimburse the Developer for construction costs involving any additional Developer Sewer Facilities, provided that the facilities are deemed necessary by the City Engineer. The Developer shall promptly provide all information requested by the City regarding any additional Developer Sewer Facilities necessitated by relocation of the proposed connection point under this Section 8.b.

ii. All Developer Sewer Facilities constructed by Developer in accordance with this Section 8 shall be constructed in compliance with all relevant and applicable requirements of the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and any other applicable City rules or regulations relating only to water and sewer utility facilities design, specifications, construction, and operations. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of any facilities, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

iii. The City shall have the right to inspect and approve the design, construction, and alignment of the Developer Sewer Facilities, consistent with properties in the City's ETJ 1.

iv. Except as otherwise provided in Section 8.b.i., all costs associated with the construction of the Developer Sewer Facilities including, but not limited to, easement acquisition costs are solely the responsibility of the Developer.

v. Final design standards and specifications for the Developer Sewer Facilities will be subject to City review and written approval. The Developer agrees that Denton's engineers or other representatives may inspect and test the construction of the Developer Sewer Facilities at any time to determine compliance with the City-approved designs, plans, and specifications.

vi. Prior to the City's acceptance of the Developer Sewer Facilities, the Developer shall grant all necessary easements to access, operate, and maintain the Developer Sewer Facilities. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE "PERMITTED EXCEPTIONS"), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS.**

vii. Upon the City's written acceptance of the Developer Sewer Facilities and connection of the Developer Sewer Facilities to the City's Sewer Facilities, the Developer Sewer Facilities shall be dedicated to the City without compensation by an appropriate legal instrument approved by the City Attorney.

viii. The City will notify the Developer when it initiates construction of the City's Sewer Facilities. The Developer shall begin design of the Developer Sewer Facilities and acquisition of related easements within thirty (30) days of receipt of the City's notification. City shall notify Developer that it has completed construction of the City's Sewer Facilities within thirty (30) days of such completion.

9. Connection of the Developer Sewer Facilities to the City's Sewer Facilities. The Developer must notify the City in writing as soon as practicable when the Developer is ready to connect the Developer Sewer Facilities to the City's Sewer Facilities. Within 30 days of connection of the Developer Sewer Facilities to the City's Sewer Facilities, the City will grant approval for completing the connection, provided that connection of the facilities meets the City's specifications and the Developer has complied with all the terms and conditions in Sections 8 and 9.

10. Failure to Connect. If the Developer fails to connect the Developer Sewer Facilities to the City's Sewer Facilities within 270 days of receipt of notice from the City that (i) it has completed construction of the City's Sewer Facilities and (ii) the facilities are capable of being connected to the Developer Sewer Facilities:

a. The City may, in its sole discretion, take any action necessary to construct the facilities needed to connect the Sundance Development to the City's Sewer Facilities including, without limitation, completing the connection between the City's Sewer Facilities and the Developer Sewer Facilities at the City's desired connection point;

b. The Developer must promptly reimburse the City for all costs associated with the City's construction of the facilities necessary to connect the Sundance Development to the City's Sewer Facilities including, without limitation, costs involving the acquisition of any easements and/or real property. The Developer will also, in accordance with the terms related to easement substance, form, warranty, and defense against adverse claims in Section 8, grant to the City any easements requested by the City to connect the Sundance Development to the City's Sewer Facilities;

c. At the City's request, and at its sole discretion, the Developer will decommission and remove the WWTP from the WWTP Site and the Sundance Development in accordance with all applicable state and federal laws and regulations.

i. If the WWTP has been dedicated to the City, then, at the City's request at its sole discretion, the Developer will either (I) remove and relocate the WWTP from the WWTP Site to a City approved location or (II) remove the WWTP from the WWTP Site and dispose of it in accordance with all applicable state and federal laws and regulations. Removal, relocation, and delivery or disposal of the WWTP shall be performed at the Developer's sole expense; or

ii. If the WWTP has not been dedicated to the City, then, upon request by the City at its sole discretion, the Developer will do so without compensation and by appropriate instrument approved by the City Attorney. Then, the Developer will remove and relocate the WWTP from the WWTP Site to a City approved location, at the Developer's sole expense. If the City declines to accept the WWTP, the Developer will remove the WWTP from the site and dispose of the WWTP in accordance with all applicable federal and state laws and regulations at the Developer's sole expense; and

d. If the Developer still possesses the Permit, it will ensure the Permit is terminated by TCEQ within one (1) year of the City's connection of the Developer Sewer Facilities to the City's Sewer Facilities.

11. Decommission and Removal of the WWTP.

a. The City shall cease operation of the WWTP within two hundred seventy (270) days after the Developer completes its connection of the Developer Sewer Facilities to the City's Sewer Facilities. The Developer shall then decommission and remove the WWTP from the WWTP Site and the Sundance Development in accordance with all applicable state and federal laws and regulations. The City shall retain ownership of the WWTP and all property used to operate and maintain the WWTP, except the WWTP Site which shall remain the property of Developer, subject the easements provided in this Agreement.

b. The Developer shall be responsible for all costs associated with removal of the WWTP from the WWTP Site and relocation or disposal under this Section.

c. Upon removal of the WWTP from the WWTP Site, the developer shall, at the City's option and at its sole discretion, either (I) relocate the WWTP to a location of the City's choice or (II) dispose of the WWTP in accordance with all applicable state and federal laws and regulations.

d. The City will terminate the Permit with TCEQ within one (1) year after the City's Sewer Facilities begin receiving wastewater flows from the Developer Sewer Facilities.

e. Within ten (10) days following the WWTP being fully decommissioned in compliance with state and federal laws and no longer capable of collecting, treating, or disposing of domestic wastewater from the Sundance Development, the Developer shall

certify such decommission in writing to the City. Upon the City's receipt of the Developer's written certification of decommission, the City's access easements required in Section 4 of this Agreement shall expire and all rights of the City to access and use of the WWTP Site shall terminate, except for those required for the continued operation of Denton's Wastewater System.

f. Any disposal of the WWTP under this Agreement, if applicable, shall be done at a disposal site or sites of the City's selection. The Developer shall provide the City with all documentation confirming transport and disposal of the WWTP.

12. The City Water Line.

a. The Developer shall construct a sixteen-inch (16") water line, in accordance with Exhibit "C" (the "City Water Line"). The City Water Line must be, at a minimum, capable of serving the 2,000 Single Family Equivalents ("SFEs") needed by the Developer. The Developer agrees the City Water Line is roughly proportional to the benefits received and burdens imposed by the Sundance Development.

i. All facilities constructed by the Developer in accordance with this Section 12 shall be constructed in compliance with the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and any other applicable City rules or regulations. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of any facilities, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

ii. All costs related to construction of the City Water Line and acquisition of any easements or rights-of-way thereto shall be the sole responsibility of the Developer.

iii. The City shall have the right to inspect and approve design, alignment, and construction of the City Water Line. Final design standards and specifications for the City Water Line will be subject to City review and written approval which shall be provided or rejected with comments within 30 days of any submission by the Developer. The Developer agrees that Denton's engineers or other representatives may inspect and test the construction of the City Water Line at any time to determine compliance with the City-approved designs, plans, and

specifications. Developer must notify the City in writing of the date upon which construction is scheduled to commence so the City may assign an inspector.

b. Upon proper completion of construction of the City Water Line and all appurtenant facilities and equipment, the Developer will provide written notice to the City for final inspection of the City Water Line ("Developer's Notice"). Upon the City's approval and acceptance of the City Water Line, the Developer shall dedicate the City Water Line and all appurtenant facilities and equipment to the City without compensation. Developer's dedication of the City Water Line and appurtenant facilities and equipment shall be by an appropriate legal instrument approved by the City Attorney. Thereafter, the City Water Line and all appurtenant facilities and equipment shall be solely owned by the City, and all easements and rights-of-way obtained by the Developer shall be assigned to the City, in accordance with the terms of this Agreement.

c. Prior to the City's acceptance of the City Water Line, the Developer shall grant all necessary easements to access, operate, and maintain the City Water Line. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE "PERMITTED EXCEPTIONS"), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS.**

d. The final location of the City Water Line shall be substantially similar to the location described and illustrated in Exhibit "C" attached to this Agreement.

e. The Parties agree the City of Denton retains exclusive ownership of capacity in all the facilities under its ownership and control. The City will reserve capacity in the City Water Line to serve the Sundance Development, subject to the terms and conditions of this Agreement.

i. The Parties acknowledge that the first phase of the Sundance Development will require volumes of water sufficient to serve 500 SFEs. Future phases of the Sundance Development will require up to 1500 additional SFEs. The City acknowledges that the Developer has not yet designed the final locations and configurations of the proposed improvements within the Development Area, but the final design shall not exceed 2,000 total SFEs to be served by the City under this Agreement, and all improvements shall be on land within the Development Area.

ii. Upon the Developer's completion of construction of the City Water Line, indicated by the City's issuance of a letter of acceptance to the Developer after final inspections by City's Public Works Department, the City will reserve capacity in the City Water Line sufficient to serve 2000 SFEs within the Sundance Development at the flow rate required by TCEQ, as amended (the "Reserved Capacity").

iii. The Developer acknowledges and agrees that the capacity reservation provided by this Agreement runs with the land and shall be an appurtenance to all land included in the Sundance Development. Developer acknowledges that recordation of this Agreement in the real property records of Denton County within ten calendar (10) days of the Effective Date of this Agreement is required; otherwise, the Developer will not be entitled to the Reserved Capacity provided herein and the reservation will expire. The Developer shall record this Agreement and provide a recorded copy to the City's Director of Development Services within the earlier of ten (10) days of the Effective Date of this Agreement or before any transfer of property owned by Developer within the Sundance Development or any of the SFEs, whichever is sooner.

iv. The Reserved Capacity may not be assigned except for successors in interest to all or portions of the property owned by the Developer within the Sundance Development. Developer must provide notice to the City indicating how much of the Reserved Capacity is being assigned ("Capacity Request"). The Capacity Request shall be reviewed and approved in writing by the City, which approval shall not be unreasonably withheld or denied. SFEs may not be divided or partially assigned.

v. **THE DEVELOPER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF DENTON FROM**

ANY AND ALL CLAIMS OF THIRD PARTIES ARISING OUT OF THE DEVELOPER'S TRANSFER OR ASSIGNMENT OF RESERVED CAPACITY UNDER THIS AGREEMENT TO THE DEVELOPER'S SUBSEQUENT PURCHASERS, SUCCESSORS, AND ASSIGNS.

vi. The Reserved Capacity provided by this Agreement shall expire five (5) years from the Effective Date or upon termination of this Agreement. The Developer shall have the option to extend the City's capacity reservation obligation under this Agreement for an additional period of no more than five (5) years ("Reservation Extension"). To obtain a Reservation Extension, the Developer must submit a written extension notification to the City prior to expiration of the reservation. The Reservation Extension will begin upon the City's receipt of the notification. The Developer shall only be entitled to two (2) Reservation Extensions.

13. Impact Fees. Impacts fees are due under this Agreement in accordance with the City's Impact Fee Ordinance, as amended. The Parties agree that the City Water Line is not eligible to receive impact fee credits. Impact fee credits, if any, provided under this Agreement are subject to applicable City ordinances, rules, policies, and procedures, each as amended.

14. Term. This Agreement commences on the Effective Date and expires, unless otherwise terminated, upon removal of the WWTP from the WWTP Site and the completion of all other obligations for construction of facilities and payments by the Parties.

15. Development Contracts and Bonds Required. For all water and wastewater facilities constructed by Developer under this Agreement:

a. Developer and any contractor performing construction shall execute a Development Contract for Public Improvements with the City using the contract form approved by the Denton City Council; and

b. Developer, or any contractor performing construction, shall obtain and tender payment, performance, and maintenance bonds in the full amount of the construction cost. The maintenance bonds shall be for a term of two years from the date of the City's final acceptance of the water and/or wastewater facilities by the City and guarantee the work and materials of the facilities to be free from defects or need for repair. All bonds shall name the City as an obligee with a surety acceptable to the City. The bond forms must be those approved by the Denton City Council for a Development Contract for Public Improvements.

16. Retail Service. The Parties agree that the City of Denton shall be the sole provider of retail water service and retail wastewater service to the Sundance Development.

17. Assignment. This Agreement shall not be assigned by the City. The Developer may assign this Agreement, in whole or in part, to a subsequent landowner or developer. Developer may only assign this agreement, in whole or in part, upon written notice thereof to the City, with the City Manager or their designee's written consent, and upon such assignee's agreement to be bound by the terms of this Agreement.

18. Termination.

a. Breach and Non-Appropriation. The City, at the City's option and without prejudice to any other remedy City may be entitled to at law, in equity, or elsewhere under this Agreement, may terminate this Agreement in whole or in part for breach that is not cured in compliance with Section 33 or for non-appropriation under Section 37.

b. Deadline. Notwithstanding any other provision of this Agreement, this Agreement shall terminate if after ten (10) years from the Effective Date any of the following conditions exist:

i. The Developer fails to construct the WWTP or the Collection Facilities and dedicate them to the City;

ii. The Developer fails to construct the Developer Sewer Facilities, dedicate the Developer Sewer Facilities to the City, or connect the Developer Sewer Facilities to the City's Sewer Facilities; or

iii. The Developer fails to construct the City Water Line and dedicate it to the City.

c. Capacity Deadline. Notwithstanding any other provision of this Agreement, the Reserved Capacity shall terminate if dedication of the City Water Line to the City has not occurred within ten (10) years of the Effective Date.

d. Dedication of Facilities After the Deadline. In the event this Agreement is terminated under Section 18.b., the City Water Line, including any portions partially constructed, shall nevertheless be dedicated to the City by the Developer without compensation by an appropriate legal instrument approved by the City Attorney, along with any associated easements and rights of way.

19. Addresses and Notice. Unless otherwise provided herein, any notice, notification, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail, registered or certified, and addressed to the party to be notified, with return receipt requested. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective upon receipt, unless otherwise stated herein. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Denton, to:

City Manager
City of Denton
215 E McKinney Street
Denton, Texas 76201

If to the Developer to:

L. Michael Hersom
15 Paradise Plaza
PMB 377
Sarasota, FL 34239

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' prior written notice to the other parties hereto.

20. Nonwaiver and Remedies.

a. A Party's right in the future to demand strict compliance and performance under this Agreement is not diminished because, whether through decision or oversight, that Party has not enforced a provision of this Agreement or has not enforced breach or nonperformance in the past, whether periodically or for long duration. Also, a Party's right in the future to demand strict compliance and performance with this Agreement is not diminished because, whether through decision or oversight, the other Party has not enforced the same or a similar provision of this Agreement or does not enforce the same or a similar breach or nonperformance, whether periodically or for long duration. To the extent a right or benefit in this Agreement is expressly waived in writing by a Party, such waiver will not be applied other than strictly in accordance with

the conditions expressed in such express written waiver and will not be implied to be continuing in nature.

b. Except to the extent expressly provided otherwise, all remedies existing at law or in equity may be availed of by the City and shall be cumulative including, without limitation, specific performance, and the City shall be entitled to any reasonable attorney's fees, costs, or other expenses incurred in bringing or defending any action, as may be awarded by a tribunal of competent jurisdiction.

21. Force Majeure.

a. In the event any Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, shall be suspended during the continuance of the inability provided however, that due diligence is exercised to resume performance at the earliest practical time.

b. As soon as reasonably possible after the occurrence of the Force Majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of the Force Majeure to the other Party, shall provide weekly written updates describing its efforts to mitigate or cure the Force Majeure condition(s), and shall provide written notice at the time that the Force Majeure conditions have ceased. The cause, as far as possible, shall be remedied with all reasonable diligence.

c. The term "Force Majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, epidemic, pandemic, and any other inabilities of either Party to be able to perform, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care.

22. INDEMNIFICATION. THE DEVELOPER AGREES TO DEFEND, INDEMNIFY, AND HOLD DENTON, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY LIABILITY IN CLAIMS, ADMINISTRATIVE PROCEEDINGS OR LAWSUITS FOR JUDGMENTS, PENALTIES, FINES, COSTS, EXPENSES AND ATTORNEY'S FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, OR FOR VIOLATIONS OF STATE OR FEDERAL LAWS OR REGULATIONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY: A BREACH OF THIS AGREEMENT BY THE DEVELOPER; (B) THE NEGLIGENT ACT OR OMISSION OF THE DEVELOPER, ITS DIRECTORS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT OR IN THE DEVELOPER'S OPERATIONS; OR (C) THE CONDUCT OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS THAT CONSTITUTES A VIOLATION OF STATE OR FEDERAL LAWS OR REGULATIONS OR OF PERMIT PROVISIONS. HOWEVER, THE INDEMNITY STATED ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING EXCLUSIVELY FROM THE SOLE NEGLIGENCE OF DENTON, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS.

23. Entire Agreement. This Agreement, including any exhibits and/or addendums attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein.

24. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other Party of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein. The Parties agree that they have equally participated in the drafting of this Agreement with the assistance of legal counsel and that neither Party shall receive any benefit of interpretation of its terms on the basis of relative contribution to the drafting process.

25. Captions. The captions of the various sections and paragraphs herein are intended for convenience or reference only and shall not define or limit any of the terms or provisions hereof.

26. Venue. Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction with venue in Denton County, Texas.

27. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Denton County, Texas.

28. Governmental Immunity Not Waived. Denton does not waive, nor shall it be deemed hereby to waive, any immunity or defense that would otherwise be available against claims made or arising from any act or omission resulting from the Agreement.

29. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

30. Amendment. No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the City and the Developer respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

31. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the Developer. Neither the City nor the Developer intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the Developer.

32. Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit "A"- Development Area Map and Description
Exhibit "B" - City's Sewer Facilities
Exhibit "C" - City Water Line
Exhibit "D" - Wastewater Treatment Plant Site

33. Survival of Certain Rights and Obligations. Notwithstanding any provision of this Agreement to the contrary and without limitation of any other provisions of this Agreement that specify survival of rights and obligations, all rights and obligations of the Parties under this Agreement which by their nature are intended to survive shall survive.

34. Breach. If a Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have sixty (60) days to cure the breach. If the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party shall have all rights and remedies at law and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith. However, this Agreement may only be terminated due to breach as stated in Section 18 of this Agreement.

35. Counterparts. This Agreement may be executed in multiple counterparts, which when taken together shall be deemed to be an original.

36. Necessary Documents and Actions. Each Party agrees to execute and deliver all other and further instruments and undertake actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

37. Authority. By execution of this Agreement on its behalf, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by its governing body. The Parties represent and warrant that their respective signatories to this Agreement have corporate or organizational authority to execute this Agreement.

38. Non-Appropriation. Notwithstanding any provisions contained herein, the obligations of the City under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. The Developer shall not have a right of action against the City in the event the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. If the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the City, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice at the earliest possible time prior to the end of its fiscal year.

39. Relationship of the Parties And No Grant of Equity or Ownership. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. The Developer shall be an independent contractor pursuant to this Agreement. Developer does not have any express or implied right or authority to assume or create any obligations on behalf of the City or to bind the City to any contract, agreement, or undertaking with any third party. Neither this Agreement, nor any acts of the Parties hereunder, nor any payments, may be interpreted or construed as granting or otherwise vesting in the Developer any right, title, interest, or equity in the Denton's Wastewater System, or any element thereof.

40. Incorporation. The recitals in the preamble above are hereby incorporated in their entirety as if fully set out herein.

41. Developer Certifications.

a. Pursuant to Section 2270.002 of the Texas Government Code, the Developer hereby (i) represents that it does not boycott Israel and (ii) subject to or as otherwise

required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001 of the Texas Government Code.

b. The Developer hereby represents that (i) it does not engage in business with Iran, Sudan, or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153 of the Texas Government Code as a company known to have contracts with or to provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151 of the Texas Government Code.

c. Developer acknowledges that, in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

d. Developer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

e. The City of Denton may terminate this Agreement immediately without any further liability if the City of Denton determines, in its sole judgment, that this Agreement meets the requirements under Chapter 2275 of the Texas Government Code and

Developer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or any other designated country; (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or any other designated country; or (iii) is headquartered in China, Iran, North Korea, Russia, or any other designated country.

---SIGNATURE PAGES TO FOLLOW---

CITY OF DENTON

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By:_____

CASSEY OGDEN, INTERIM CITY MANAGER

By:_____

Date:_____

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2026 by Cassey Ogden, Interim City Manager of the City of Denton, Texas on behalf of said city.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

By:_____

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

_____ _____
SIGNATURE PRINTED NAME

_____
TITLE

_____
DEPARTMENT

636 Denton Dev Company, LLC

By: _____

Name: Devon S. Rushnell

Title: Vice President

Date: June 4, 2026

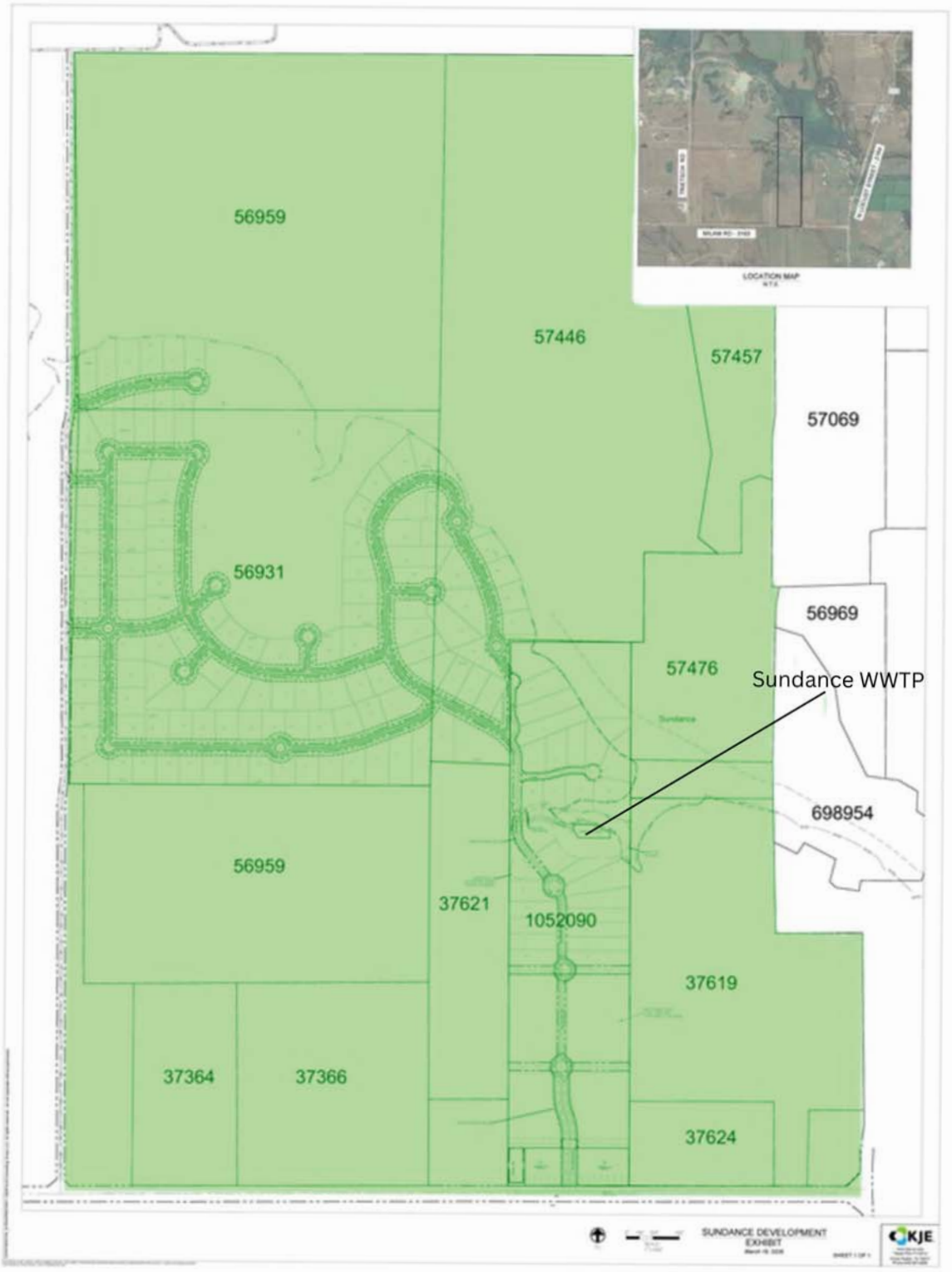
STATE OF FLORIDA §
§
COUNTY OF Hernando §

This instrument was acknowledged before me on June 4, 2026 by Devon S. Rushnell, Vice President of 636 Denton Dev Company, LLC.

TINA WESTLAKE
Notary Public - State of Florida
Commission # HH 772524
My Comm. Expires Feb 26, 2030
Bonded through National Notary Assn.

_____
Notary Public, State of Florida

Exhibit A- Property



Legal Description Parcel ID: 1052090

BEING an 85.166 acre tract of land situated in the John W. Simmons Survey, Abstract Number 1163, the Samuel K. Blish Survey, Abstract Number 40 and the Buffalo Bayou Brazos and Colorado Railroad Company Survey, Abstract Number 134, in the City of Sanger, Denton County, Texas, and being all of Warranty Deed to 636 Denton Dev Company, LLC recorded in Instrument Number 2022-77349 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:
BEGINNING at a 1/2 inch iron rod found for corner in the most southwesterly corner of said Denton Dev tract, same being the most southeasterly corner of Cakra Ciputra recorded in Instrument Number 2020-103327 of the Deed Records of Denton County, Texas, also being a point in the most northerly Right-of-Way line of Milam Road (variable width);

THENCE North 00 degrees 07 minutes 22 seconds West, departing from said Milam Road in a northerly direction along the common line between said Denton Dev tract and Ciputra tract, a distance of 3163.85 feet to a metal fence post found for corner in the most northerly corner of said Ciputra tract, same being the most southeasterly corner of Eagle Farms, Inc. recorded in Instrument Number 2023-2660 of the Deed Records of Denton County, Texas, also being a point in the most westerly line of said Denton Dev tract;

THENCE North 00 degrees 04 minutes 33 seconds East, in a northerly direction along the common line between said Eagle Farms tract and Denton Dev tract, a distance of 925.46 feet to a metal fence post found for corner in the most northwesterly corner of said Denton Dev tract, same being an outside “L” corner of said Eagle Farms tract;

THENCE North 89 degrees 47 minutes 59 seconds East, in an easterly direction along the common line between said Eagle Farms tract and Denton Dev tract, a distance of 903.13 feet to a wood fence post found for corner in the most northeasterly corner of said Denton Dev tract, same being the most northwesterly corner of Brenda Kay Quiring, et al, recorded in Instrument Number 2015-126129 of the Deed Records of Denton County, Texas;

THENCE South 00 degrees 10 minutes 18 seconds East, in a southerly direction along the most easterly line of said Denton Dev tract, a distance of 4085.32 feet to a wood monument found for corner in the most southeasterly corner of said Denton Dev tract, same being the most southwesterly corner of Judy Lynn Klein recorded in Instrument Number 2019-39991 of the Deed Records of Denton County, Texas, also being a point in the most northerly Right-of-Way line of said Milam Road;

THENCE over, across, and upon said Denton Dev tract and Milam Road the following two (2) courses and distances:
South 89 degrees 44 minutes 45 seconds West, a distance of 173.84 feet to a capped 5/8 inch iron rod stamped “TRAVERSE LS PROP” set for corner;
South 89 degrees 30 minutes 10 seconds West, a distance of 735.99 feet to the POINT OF BEGINNING and containing 85.166 acres (3,709,821 square feet) of land, more or less.

Legal Description Parcel ID: 56931, 56959, 57446, 57304

LEGAL DESCRIPTION OF THE PROPERTY
Being a 548.18 acre tract or parcel of land situated in the T. M. Downing Survey, Abstract Number 355, John W. Simmons Survey, Abstract Number 1163, Samuel H. Lewis Survey, Abstract Number 753 and the Alexander Fry Survey, Abstract Number 1639 in Denton County, Texas and being all of a called 548.370 acre tract of land described in the deed to John R. Porter Exempt Trust, Ann P. Andrus Exempt Trust and Betty P. Cochran Exempt Trust, recorded in Document Number 2013-136476 of the Official Records of Denton County, Texas and being more particularly described by metes and bounds as follows:
BEGINNING at a 3" metal fence post found at the Southwest corner of said 548.370 acre tract and the common Southeast corner of a called 4.78 acre tract of land described in the deed to
Denton County, Texas, recorded in Volume 5006, Page 37 of the Real Property Records of Denton County, Texas and the East right-of-way line of Trietsch Road and being in the North line of a called 96.534 acre tract of land described in the deed to Robert W. Powelson, recorded in Volume 828, Page 928 of the Deed Records of Denton County, Texas;

THENCE with the West line of said 548.370 acre tract and the common East line of said 4.78 acre tract same being the East right-of-way line of said Trietsch Road the following courses and
distances:
North 06°38'50" East, a distance of 36.11 feet to a capped 1/2" iron rod stamped “ALLIANCE” found;
With a curve to the left having a radius of 1025.43 feet, a delta angle of 07°21'01", a chord bearing and distance of North 03°18'02" East, 131.46 feet and an arc length of 131.55 feet to a capped 1/2" iron rod stamped “EAGLE SURVEYING” set;
North 00°22'29" West, a distance of 2430.68 feet to a capped 1/2" iron rod stamped “EAGLE SURVEYING” set;
With a curve to the right having a radius of 350.97 feet, a delta angle of 15°22'43", a chord bearing and distance of North 07°18'54" East, 93.92 feet and an arc length of 94.20 feet to a capped 1/2" iron rod stamped “ALLIANCE” found;
With a reverse curve to the left having a radius of 802.37 feet, a delta angle of 14°58'50", a chord bearing and distance of North 07°30'49" East, 209.19 feet and an arc length of 209.79 feet to a capped 1/2" iron rod stamped “EAGLE SURVEYING” set;
North 00°29'54" West, a distance of 2601.01 feet to a capped 1/2" iron rod stamped “ALLIANCE” found at the Northwest corner of said 548.370 acre tract and the common Northeast corner of said 4.78 acre tract and being in the South line of a called 222.096 acre tract of land described in the deed to M & D Investments, LLC., recorded in Document Number 2021-133050 of the Official Records of Denton County, Texas;

THENCE North 89°53'13" East, with the North line of said 548.370 acre tract and the common South line of said 222.096 acre tract and the common South line of North Texas Shooters Addition, recorded in Document Number 2013-294 of the Plat Records of Denton County, Texas, passing at a distance of 1910.23 feet a 1” iron pipe found at the Southeast corner of said North Texas Shooters Addition and the common Southwest corner of a called 81 acre Tract of land described in the deed to Fred Phillip Hodge and wife Virginia B. Hodge, recorded in Volume 634, Page 20 of the Deed Records of Denton County, Texas, continuing on said course and with the North line of said 548.370 acre tract and the common South line of said 81 acre tract and the common South line of a called 100.9703 acre tract of land described in the deed to Eloise Stockard and Joseph E. Stockard, recorded in Volume 1155, Page 383 of the Real Property Records of Denton County, Texas, a total distance of 4759.26 feet to the Northeast corner of said 548.370 acre tract and being in a branch of Clear Creek

Legal Description Parcel ID: 37361 & 37356

All that certain tract or parcel of land, lying and being situated in Denton County, Texas, in the L. W. White Survey, Abstract 1408, and the Alex Fry Survey, Abstract 1639, and being the same 95.0 acre tract conveyed by Hal Jackson to Hugh E. Pate on April 7, 1958, as shown of record in Volume 437, Page 288, Deed Records, Denton County, Texas, and being more particularly described as follows:
BEGINNING at the Northeast corner of said L. W. White Survey, Abstract 1408, in a fence corner;

THENCE South 3°26'40" West, with the East boundary line of said White survey line, and along and near a fence, 1490.22 feet to a fence corner;

THENCE North 88°35'10" West, along and near a fence, and passing at 2640 feet the West boundary line of said White Survey and the East boundary line of the Fry Survey, and continuing a total distance of 2761.43 feet to a corner in a road on the West boundary line of said Fry Survey;

THENCE North 2°47'10" East, with said survey line and the center of a North-South road, 1547.09 feet to a corner in said road;

THENCE South 87°24'10" East, passing the Northwest corner of the L. W. White Survey at 137.8 feet, also being the East line of said Fry Survey and continuing along and near a fence a total distance of 2777,8 feet, to the PLACE OF BEGINNING, and containing 96.534 acres of land;

Legal Description Parcel ID: 196218, 196219, 196220, 196221, 196222, 196223, 196224

FIRST TRACT: About 6 1/2 mi. North of the City of Denton, on Clear Creek being out of and a part of the L. W. White 285 acre survey, patented to Eleanor Daugherty, Assignee, on June 28, 1860, Patent No. 790, Volume 2, Abstract 1408, and out of a 95 acre tract sold by Franz Treitsch and wife, Katherina Trietsch to John Trietsch by deed dated September 20, 1898, and shown of record in Volume 65, page 330, Deed Records of Denton County, Texas, and

BEGINNING at the Northwest corner of said 95 acre tract and on the West line of the original L. W. White survey;

THENCE South with the West line of said original survey, 564-1/2 varas to the Southwest corner of said 95 acre tract;

THENCE East 150 varas to the Southwest corner of a tract out of said 95 acre tract heretofore conveyed to Jake Trietsch;

THENCE North 564-1/2 varas to the North line of said 95 acre tract and the Northwest corner of said tract conveyed to Jake Trietsch;

THENCE West with the North line of said 95 acre tract 150 varas to the place of beginning, and containing 15 acres of land, more or less.

SECOND TRACT: 5 acres, more or less, part of the Alex Fry 21.29 acre survey, Patent No. 21, Volume 11. Patented June 18, 1888;

BEGINNING at the Northwest corner of the above described 15 acre tract, the same being 534-1/2 varas South of the Northwest corner of the L. W. White 285 acre survey;

THENCE West 50 varas corner in the West boundary line of said Fry survey and the East boundary line of John Ayers survey;

THENCE South 564-1/2 varas corner in West boundary line of said Fry survey;

THENCE East 50 varas, corner in East boundary line of said Fry survey, the same being the Southwest corner of the above and foregoing described 15 acre tract;

THENCE North 564-1/2 varas to the place of beginning.

SAVE AND EXCEPT 0.75 acre along the South side of both tracts deeded by Jesse E. Seal and Helen R. Seal to the State of Texas for Farm to Market Road 3163 recorded in Volume 613, page 129 of Deed Records of Denton County, Texas, dated July 13, 1970.

Grantors herein reserve for themselves, their heirs and assigns, an undivided one-third (1/3) non-participating royalty interest in and to the oil, gas and other royalties saved and produced from the herein described property, for a term of thirty (30) years from date hereof, or so long thereafter as there continues to be oil, gas and other royalties saved and produced from the herein described property. Grantee shall be entitled to execute oil, gas and mineral leases without the joinder of Grantors and shall be entitled to receive for his account the bonus and delay rental payments during the term hereof and such extended period as hereinabove set forth; but Grantors shall be entitled to receive for their account an undivided one-third (1/3) interest in the royalties saved and produced from the herein described property, with the further provision that no lease be executed providing for a royalty of less than one-eighth (1/8) of the oil, gas, and other minerals saved and produced from the herein described property.

Legal Description Parcel ID: 37364

All that certain Exhibit A tract or parcel of land situated in Denton County, Texas, on Clear Creek, about 6 1/2 miles north of the City of Denton, a part of the L. W. White Survey, Abstract No. 1408, patented to Eleanor Daugherty, assignee, by patent dated June 28, 1860, Patent No. 790, Volume 2, and being part of a 95 acre tract conveyed by Franz Trietsch to John Trietsch by deed dated September 20, 1898, and being described by metes and bounds as follows:

BEGINNING at a point 534 1/2 varas south of the Northeast corner of the L. W. White Survey and 500 varas west on the north boundary line of an 80 acre tract conveyed by John Trietsch to Jake Trietsch by deed dated July 11, 1905, recorded in Volume 90, Page 377, of the Deed Records of Denton County, Texas, and being the Northwest corner of a tract conveyed by Jacob Trietsch, et al, to Walter Trietsch;

THENCE West with the north boundary line of an 80 acre tract 300 varas, and the Northeast corner of said 80 acre tract;

THENCE South with the west boundary line of said 80 acre tract: 564 1/2 varas to the southwest corner of said 80 acre tract;

THENCE East with the south boundary line of said.80 acre tract 300 varas, same being the Southwest corner of a 30 acre tract conveyed to Walter Trietsch by deed dated February 14, 1938;

THENCE North with the west boundary line of said Walter Trietsch 30 acre tract, 564 1/2 varas, to the place of beginning and being the same land as that described in deed to Anna Trietsch recorded in Volume 273, Page 12 of the Deed Records of Denton County, Texas.

Legal Description Parcel ID: 37366

BEGINNING FOR THE SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A POINT AT THE SOUTHEAST CORNER OF A STUCCO COLUMN FOR FENCE CORNER IN THE OCCUPIED WEST LINE OF SAID 30 ACRE TRACT ON THE NORTH LINE OF F.M. ROAD 3163 ALSO KNOWN AS MILAM ROAD, SAID CORNER ALSO BEING IN THE OCCUPIED EAST LINE OF THAT CERTAIN TRACT DESCRIBED IN THE DEED TO EUGENE MONROE KLEIN TRUSTEE RECORDED UNDER CLERK'S FILE NUMBER 95- R0066004 SAID RECORDS;

THENCE NORTH 00 DEGREES 26 MINUTES 56 SECONDS WEST WITH THE OCCUPIED EAST LINE THEREOF AND WEST LINE OF SAID 30 ACRE TRACT ALONG AND NEAR A FENCE A DISTANCE OF 1501.18 FEET TO A WOOD FENCE CORNER POST FOR THE OCCUPIED NORTHWEST CORNER OF SAID 30 ACRE TRACT ON THE SOUTH LINE OF THE CALLED 96.534 ACRE TRACT DESCRIBED IN THE DEED TO ROBERT POWELSON RECORDED IN VOLUME 828 PAGE 928 DEED RECORDS DENTON COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 49 MINUTES 33 SECONDS EAST WITH THE SOUTH LINE THEREOF AND NORTH LINE OF SAID 30 ACRES AND 155 ACRES ALONG AND NEAR A FENCE A DISTANCE OF 1400.14 FEET TO A CAPPED IRON ROD SET NEAR A FENCE CORNER FOR AN INNER ELL CORNER OF SAID 155 ACRES; AND BEING THE SOUTHEAST CORNER OF SAID POWELSON TRACT IN THE OCCUPIED EAST LINE OF SAID WHITE SURVEY AND WEST LINE OF SAID BLISH SURVEY;

THENCE SOUTH 00 DEGREES 20 MINUTES 02 SECONDS EAST WITH THE OCCUPIED EAST LINE OF SAID WHITE SURVEY AND WEST LINE OF THE S. BLISH SURVEY ABSTRACT NUMBER 40 AND THE B.B.B. & C. RAILROAD COMPANY SURVEY ABSTRACT NUMBER 134 ALONG AND NEAR A FENCE A DISTANCE OF 1520.72 FEET TO A CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT ON THE NORTH LINE OF SAID ROAD;

THENCE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS WEST ALONG SAID ROAD ALONG AND NEAR A FENCE A DISTANCE OF 171.45 TO A WOOD RIGHT-OF-WAY MONUMENT FOUND FOR AN ANGLE POINT IN SAID ROAD;

THENCE SOUTH 89 DEGREES 38 MINUTES 42 SECONDS WEST CONTINUING WITH SAID LINE ALONG AND NEAR A FENCE A DISTANCE OF 1225.52 FEET TO THE PLACE OF BEGINNING AND ENCLOSING 48.52 ACRES OF LAND MORE OR LESS.

Legal Description Parcel ID: 37627

ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE S. BLISH SURVEY ABSTRACT NUMBER 40 AND THE J. SIMMONS SURVEY ABSTRACT NUMBER 1162 AND THE B.B.B. & C. RAILROAD COMPANY SURVEY ABSTRACT NUMBER 134, DENTON COUNTY, TEXAS AND BEING A PART OF THE CALLED 155 ACRE TRACT II DESCRIBED IN THE DEED FROM ROSEMARY TRIETSCH, TRUSTEE TO PAULA TRIETSCH CHANEY AND JOSEPH WALTER TRIETSCH RECORDED IN VOLUME 4867 PAGE 1908 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS; THE SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING FOR THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A 1/2" CAPPED IRON ROD FOUND IN THE NORTH LINE OF F.M. ROAD 3163 ALSO KNOWN AS MILAM ROAD, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE CALLED

85.61 ACRE TRACT DESCRIBED IN DEED TO JOHN R. PORTER ET AL, RECORDED UNDER DOCUMENT NUMBER 2007-4213 OF SAID RECORDS;

THENCE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS WEST ALONG SAID LINE ALONG AND NEAR A FENCE A DISTANCE OF 596.90 FEET TO A CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT IN THE OCCUPIED WEST LINE OF SAID B.B.B. RAILROAD SURVEY AND THE OCCUPIED EAST LINE OF THE L. WHITE SURVEY ABSTRACT NUMBER 1408;

THENCE NORTH 00 DEGREES 20 MINUTES 02 SECONDS WEST WITH SAID SURVEY LINE ALONG AND NEAR A FENCE A DISTANCE OF 1520.72 FEET TO A CAPPED IRON ROD SET NEAR A FENCE CORNER FOR AN INNER ELL CORNER OF SAID 155 ACRES; AND BEING THE SOUTHEAST CORNER OF A CALLED 96.534 ACRE TRACT DESCRIBED IN THE DEED TO ROBERT POWELSON RECORDED IN VOLUME 828, PAGE 928 DEED RECORDS DENTON COUNTY, TEXAS IN THE OCCUPIED EAST LINE OF SAID WHITE SURVEY AND WEST LINE OF SAID BLISH SURVEY;

THENCE NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST WITH SAID COMMON SURVEY LINE AND THE EAST LINE OF SAID POWELSON TRACT AND WEST LINE OF SAID 155 ACRES ALONG AND NEAR A FENCE AND PASSING THE NORTHEAST CORNER OF SAID WHITE SURVEY AND NORTHWEST CORNER OF SAID BLISH SURVEY, SAME BEING THE SOUTHWEST CORNER OF SAID SIMMONS SURVEY AND SOUTHEAST CORNER OF THE S.H. LEWIS SURVEY ABSTRACT NUMBER 753 AND CONTINUING ALONG SAID COMMON SURVEY LINES ALONG AND NEAR A FENCE A DISTANCE OF 1670.61 FEET TO A WOOD FENCE CORNER POST FOR THE OCCUPIED WEST NORTHWEST CORNER OF SAID 155 ACRES AT AN ANGLE POINT IN THE SOUTH LINE OF A CALLED 551.041 ACRE TRACT DESCRIBED IN THE DEED TO CMR PARTNERSHIP RECORDED UNDER INSTRUMENT NUMBER 2004-136411 OF SAID RECORDS;

THENCE SOUTH 87 DEGREES 52 MINUTES 57 SECONDS EAST WITH THE OCCUPIED SOUTH LINE THEREOF AND NORTH LINE OF SAID 155 ACRES ALONG AND NEAR A FENCE A DISTANCE OF 598.90 FEET TO A WOOD FENCE CORNER POST FOR ANOTHER ANGLE POINT IN SAID LINE FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT IN THE WEST LINE OF SAID 85.61 ACRE TRACT;

THENCE SOUTH 00 DEGREES 07 MINUTES 22 SECONDS EAST WITH THE WEST LINE THEREOF AND RECROSSING THE SOUTH LINE OF SAID SIMMONS SURVEY AND NORTH LINE OF SAID BLISH SURVEY AND CROSSING THE SOUTH LINE SAID BUSH SURVEY AND NORTH LINE OF SAID RAILROAD SURVEY AND CONTINUING A TOTAL DISTANCE OF 3163.85 FEET TO THE PLACE OF BEGINNING AND ENCLOSING 43.78 ACRES OF LAND MORE OR LESS.

Legal Description Parcel ID: 37621

ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE S. BLISH SURVEY ABSTRACT NUMBER 40 AND THE J. SIMMONS SURVEY ABSTRACT NUMBER 1162 AND THE B.B.B. & C. RAILROAD COMPANY SURVEY ABSTRACT NUMBER 134, DENTON COUNTY, TEXAS AND BEING A PART OF THE CALLED 155 ACRE TRACT II DESCRIBED IN THE DEED FROM ROSEMARY TRIETSCH, TRUSTEE TO PAULA TRIETSCH CHANEY AND JOSEPH WALTER TRIETSCH RECORDED IN VOLUME 4867 PAGE 1908 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS; THE SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING FOR THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A 1/2" CAPPED IRON ROD FOUND IN THE NORTH LINE OF F.M. ROAD 3163 ALSO KNOWN AS MILAM ROAD, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE CALLED
85.61 ACRE TRACT DESCRIBED IN DEED TO JOHN R. PORTER ET AL, RECORDED UNDER DOCUMENT NUMBER 2007-4213 OF SAID RECORDS;

THENCE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS WEST ALONG SAID LINE ALONG AND NEAR A FENCE A DISTANCE OF 596.90 FEET TO A CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT IN THE OCCUPIED WEST LINE OF SAID B.B.B. RAILROAD SURVEY AND THE OCCUPIED EAST LINE OF THE L. WHITE SURVEY ABSTRACT NUMBER 1408;
THENCE NORTH 00 DEGREES 20 MINUTES 02 SECONDS WEST WITH SAID SURVEY LINE ALONG AND NEAR A FENCE A DISTANCE OF 1520.72 FEET TO A CAPPED IRON ROD SET NEAR A FENCE CORNER FOR AN INNER ELL CORNER OF SAID 155 ACRES; AND BEING THE SOUTHEAST CORNER OF A CALLED 96.534 ACRE TRACT DESCRIBED IN THE DEED TO ROBERT POWELSON RECORDED IN VOLUME 828, PAGE 928 DEED RECORDS DENTON COUNTY, TEXAS IN THE OCCUPIED EAST LINE OF SAID WHITE SURVEY AND WEST LINE OF SAID BLISH SURVEY;

THENCE NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST WITH SAID COMMON SURVEY LINE AND THE EAST LINE OF SAID POWELSON TRACT AND WEST LINEOF SAID 155 ACRES ALONG AND NEAR A FENCE AND PASSING THE NORTHEAST CORNER OF SAID WHITE SURVEY AND NORTHWEST CORNER OF SAID BLISH SURVEY, SAME BEING THE SOUTHWESTS CORNER OF SAID SIMMONS SURVEY AND SOUTHEAST CORNER OF THE S.H. LEWIS SURVEY ABSTRACT NUMBER 753 AND CONTINUING ALONG SAID COMMON SURVEY LINES ALONG AND NEAR A FENCE A DISTANCE OF 1670.61 FEET TO A WOOD FENCE CORNER POST FOR THE OCCUPIED WEST NORTHWEST CORNER OF SAID 155 ACRES AT AN ANGLE POINT IN THE SOUTH LINE OF A CALLED 551.041 ACRE TRACT DESCRIBED IN THE DEED TO CMR PARTNERSHIP RECORDED UNDER INSTRUMENT NUMBER 2004-136411 SAID RECORDS;

THENCE SOUTH 87 DEGREES 52 MINUTES 57 SECONDS EAST WITH THE OCCUPIED SOUTH LINE THEREOF AND NORTH LINE OF SAID 155 ACRES ALONG AND NEAR A FENCE A DISTANCE OF 598.90 FEET TO A WOOD FENCE CORNER POST FOR ANOTHER ANGLE POINT IN SAID LINE FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT IN THE WEST LINE OF SAID 85.61 ACRE TRACT;
THENCE SOUTH 00 DEGREES 07 MINUTES 22 SECONDS EAST WITH THE WEST LINE THEREOF AND RECROSSING THE SOUTH LINE OF SAID SIMMONS SURVEY AND NORTH LINE OF SAID BLISH SURVEY AND CROSSING THE SOUTH LINE SAID BUSH SURVEY AND NORTH LINE OF SAID RAILROAD SURVEY AND CONTINUING A TOTAL DISTANCE OF 3163.85 FEET TO THE PLACE OF BEGINNING AND ENCLOSING 43.78 ACRES OF LAND MORE OR LESS.

Legal Description Parcel ID: 37624

All that certain Exhibit A tract or parcel of land lying and being situated in the S. K. Blish Survey, Abstract 40, and the BBB & CRR Survey, Abstract 133, Denton. County, Texas, being part of a (called) 196 acre First Tract and part (called) 40 acre Third Tract as described in a Deed from R. H. Cooke et ux to Jacob Treitsch on May 29, 1893, and being more particularly described as follows:

BEGINNING at an iron pin at a fence corner at the East Northeast corner of the S. K. Blish Survey, same being the Northwest corner of the M. Langston Survey, Abstract 737;

THENCE South.1° 22' 30" West in an old road with the East boundary line -of said Blish Survey 1439.54 to an iron pin on the West.right-of-way .of. F.M. Road 2164;

THENCE in a Southwesterly direction with a curve to the left whose chord is South 6° 41' 24" West 364.74 feet and radius is 2909.61 feet, an arc distance of 364.98 feet to an iron pin at a right-of-way flare;

THENCE South 46° 14' 30" West with said flare in said right-of-way 139.5 feet to an iron pin on the North right-of-way of F.M. Road 3163;

THENCE North 88° 00' West with the North right-of-way of F.M. Road 3163 and crossing a West boundary line of the Langston Survey, which is the East boundary line of the BBB & CRR Survey, and continuing a distance of 1640.53 feet to an iron pin at a fence corner;

THENCE North 2° 12' East along and near a fence and crossing the North boundary line of the BBB & CRR Survey, which is a South boundary line of the Langston Survey and continuing in all 2912.45 feet to an iron pin in a fence;

THENCE South 88° 00' East 1066.34 feet to an iron pin-at a fence corner on the West boundary line of the Hobough Survey, Abstract 539;

THENCE South Q° 471 3Q" Weat with the West boundary line of said Hobough Survey, along and near a fence.1013.48 feet to an iron pin at a fence corner of said Hobough Survey;

THENCE South 88° 19' 40" East with the South boundary line of said Hobough Survey 654.1 feet to the PLACE OF BEGINNING, containing in all 101.452 acres of land.

Legal Description Parcel ID: 37619

E. MONROE KLEIN,
as a part of his separate property and estate,
of the County of Denton, State of Texas all that certain
tract or parcel of land lying and being situated in the S. K. Blish Survey, Abstract 40, and the BBB & CRR Survey, Abstract 133, Denton County, Texas, being part of a (called) 196 acre First Tract and part of a (called) 40 acre Third Tract as described in a Deed from R. H. Cooke et ux to Jacob Treitsch on May 29, 1893, and being more particularly described as follows:

BEGINNING at an iron pin at a fence corner at the East Northeast corner of the S. K. Blish Survey, same being the Northwest corner of the M. Langston Survey, Abstract 737;

THENCE South 1° 22' 30" West in an old road with the East boundary line of said Blish Survey 1439.54 to an iron pin on the West right-of-way of F.M. Road 2164;

THENCE in a Southwesterly direction with a curve to the left whose chord is South 6° 41' 24" West 364.74 feet and radius is 2909.61 feet, an arc distance of 364.98 feet to an iron pin at a right-of-way flare;

THENCE South 46° 14' 30" West with said flare in said right-of-way 139.5 feet to an iron pin on the North right-of-way of F.M. Road 3163;

THENCE North 88° 00' West with the North right-of-way of F.M. Road 3163 and crossing a West boundary line of the Langston Survey, which is the East boundary line of the BBB & CRR Survey, and continuing a distance of 1640.53 feet to an iron pin at a fence corner;

THENCE North 2° 12' East along and near a fence and crossing the North boundary line of the BBB & CRR Survey, which is a South boundary line of the Langston Survey and continuing in all 2912.45 feet to an iron pin in a fence;

THENCE South 88° 00' East 1066.34 feet to an iron pin at a fence corner on the West boundary line of the Hobough Survey, Abstract 539;

THENCE South 0° 47' 30" West with the West boundary line of said Hobough Survey, along and near a fence 1013.48 feet to an iron pin at a fence corner of said Hobough Survey;

THENCE South 88° 19' 40" East with the South boundary line of said Hobough Survey 654.1 feet to the PLACE OF BEGINNING, containing in all 101.452 acres of land.

Legal Description Parcel ID: 179016

All that certain Exhibit A tract or parcel of land lying and being situated in the S. K. Blish Survey, Abstract 40, and the BBB & CRR Survey, Abstract 133, Denton. County, Texas, being part of a (called) 196 acre First Tract and part (called) 40 acre Third Tract as described in a Deed from R. H. Cooke et ux to Jacob Treitsch on May 29, 1893, and being more particularly described as follows:

BEGINNING at an iron pin at a fence corner at the East Northeast corner of the S. K. Blish Survey, same being the Northwest corner of the M. Langston Survey, Abstract 737;

THENCE South.1° 22' 30" West in an old road with the East boundary line -of said Blish Survey 1439.54 to an iron pin on the West.right-of-way .of. F.M. Road 2164;

THENCE in a Southwesterly direction with a curve to the left whose chord is South 6° 41' 24" West 364.74 feet and radius is 2909.61 feet, an arc distance of 364.98 feet to an iron pin at a right-of-way flare; THENCE South 46° 14' 30" West with said flare in said right-of-way 139.5 feet to an iron pin on the North right-of-way of F.M. Road 3163;

THENCE North 88° 00' West with the North right-of-way of F.M. Road 3163 and crossing a West boundary line of the Langston Survey, which is the East boundary line of the BBB & CRR Survey, and continuing a distance of 1640.53 feet to an iron pin at a fence corner;

THENCE North 2° 12' East along and near a fence and crossing the North boundary line of the BBB & CRR Survey, which is a South boundary line of the Langston Survey and continuing in all 2912.45 feet to an iron pin in a fence;

THENCE South 88° 00' East 1066.34 feet to an iron pin-at a fence corner on the West boundary line of the Hobough Survey, Abstract 539; THENCE South Q° 471 3Q" Weat with the West boundary line of said Hobough Survey, along and near a fence.1013.48 feet to an iron pin at a fence corner of said Hobough Survey; THENCE South 88° 19' 40" East with the South boundary line of said Hobough Survey 654.1 feet to the PLACE OF BEGINNING, containing in all 101.452 acres of land.

Legal Description Parcel ID: 76969

JOHN W. KLEIN, GEORGE J. KLEIN and GARNER F. KLEIN,
as a part of their separate property and estate,

of the County of Denton, State of Texas all-that-certain-

all those certain lots, tracts or parcels of land, lying and being situated in the County of Denton, and State of Texas, and being part of J. W. Simmons Survey, the Samuel Blish Survey, and the B.B.B. & C.R.R. Co. Survey, and being more particularly described as follows:

FIRST TRACT:

BEGINNING at a point in the South boundary line of a public road, 542.9 varas East of the West boundary line of the B.B.B. & C.R.R. Co. Survey, same being the Southeast corner of a tract of land conveyed by Jacob Trietsch and wife, Elizabeth Trietsch, to Walter J. Trietsch, by Deed shown of record in the Deed Records of Denton County, Texas;

THENCE North with the East boundary line of the said Walter J. Trietsch tract of land 1516.4 varas to a corner;

THENCE South 88° 50' East 392 varas to a corner in the East boundary line of the J. W. Simmons Survey;

THENCE South 790.4 varas with the East boundary line of the said Simmons Survey and the Blish Survey to a corner same being an innercorner of the Blish Survey;

THENCE South 89° East 243 varas with the North boundary line of the Blish Survey to the Northeast corner of the same in the East boundary line of a public road;

THENCE South 1° East 718.6 varas with the East boundary of said road and the said Blish Survey to a corner;

THENCE North 89° 25' West 647.4 varas with South boundary line of public road to the PLACE OF BEGINNING, containing in all 137.50 acres of land, of which 17.20 acres is in the B.B.B. & C.R.R. Co, 21.70 acres in the Simmons, and 98.60 acres in the Blish Survey;

SAVE AND EXCEPT 101.452 acres in the S. K. Blish Survey, Abstract 40, and the B.B.B. & C.R.R. Survey, Abstract 133, Denton County, Texas, this

day conveyed by Mrs. J. W. Klein to E. Monroe Klein by Deed shown of record in the Deed Records of Denton County, Texas.

SECOND TRACT:

All that certain tract or parcel of land situated in Denton County, Texas, on Clear Creek about 7 miles North from the City of Denton, and being a part of the John W. Simmons 320 acre Survey, and described as follows:

BEGINNING 53-1/3 rods North of the Southeast corner of said Survey;

THENCE West 60 rods;

THENCE North 40 rods;

THENCE East to a corner in the center of the channel of Clear Creek

THENCE down the channel of said Clear Creek with its meanderings to the East boundary line of the said John W. Simmons Survey;

THENCE South with the said East boundary line to the PLACE OF BEGINNING, containing 17-1/2 acres of land.

Legal Description Parcel ID: 57476 & 57457

All that certain lot, tract or parcel of land lying and being situated in the County of Denton, State of Texas, and being a part of a certain 45 acre tract, more or less, which was conveyed by deed dated December 2, 1940, from G. L. Phillips to J. N. George and wife, Lucille George, as shown of record in Volume 287, page 604, of the Deed Records of Denton County, Texas, being out of the John Simmons Survey, Abst. No. 1162, and being more particularly described as follows:

BEGINNING at a steel pin in the south boundary line of a private road running east, and being in the east boundary line of the past mentioned tract of 45 acres, more or less, and being in the east boundary line of the John Simmons Survey, Abst. No. 1162, and being 1360.00 feet south of the northeast corner of said 45 acre tract;

THENCE South along fence line and the east boundary line of said Simmons Survey and the east boundary line of said 45 acre tract, 674 feet to a steel pin for corner;

THENCE West and passing at 623.5 feet a steel pin in a fence running northwest and southeast; continuing on said course a total distance of 707.5 feet to a point for corner in the centerline of Clear Creek and in the WBL of the past mentioned 45 acre tract;

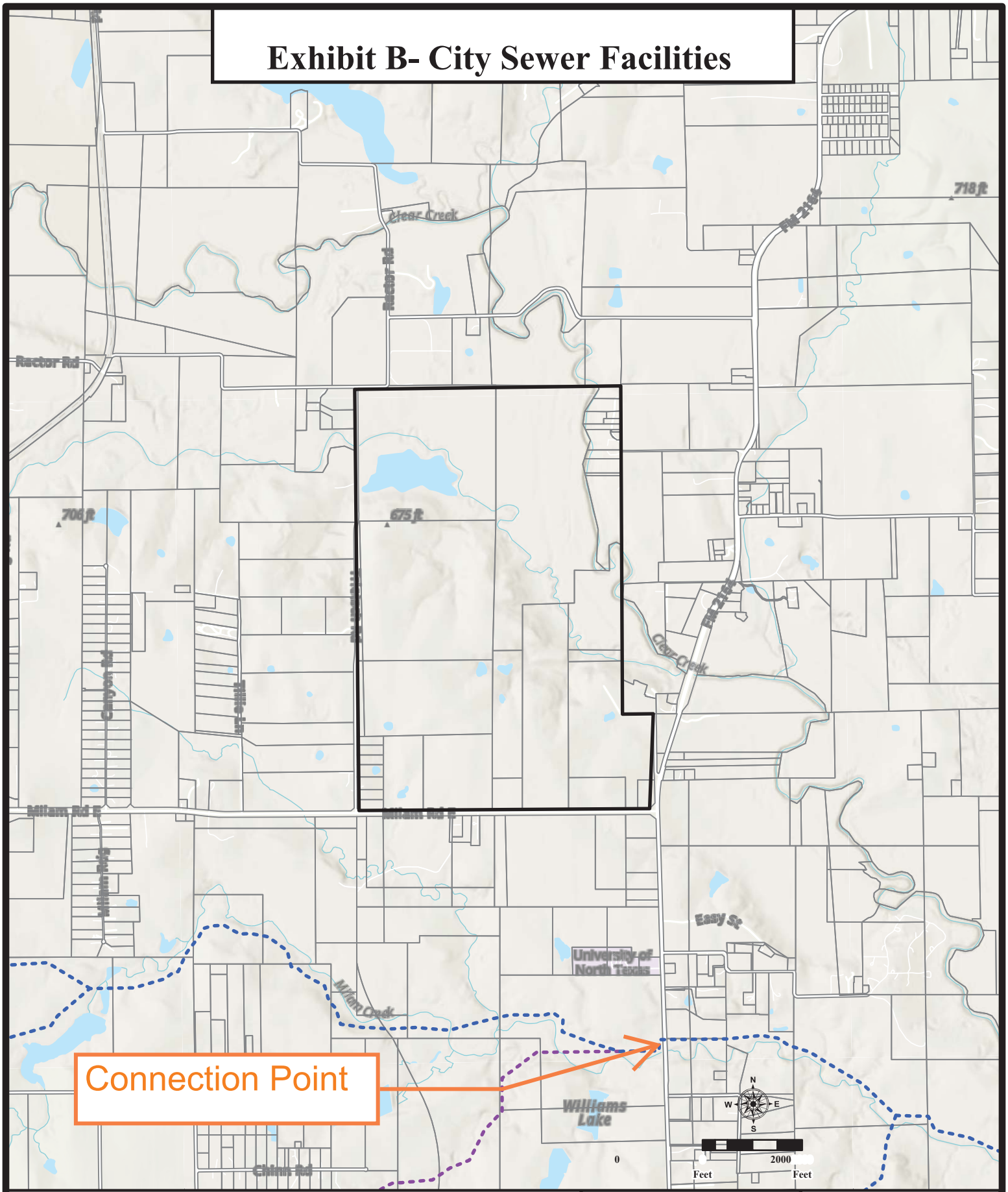
THENCE Northwesterly along the centerline of Clear Creek and the WBL of said tract of 45 acres, more or less, 202.00 feet to a point for the NW corner of the tract herein described;

THENCE East and passing at 72.00 feet to a steel pin in a fence line running northwest and southeast; continuing on said course a total distance of 713.7 feet to a steel pin for corner; said corner being 20 feet west of the EBL of the past mentioned 45 acre Tract;

THENCE North and parallel with the EBL of said tract of 45 acres, more or less, a distance of 474.00 feet to a steel pin for corner in the SBL of the past mentioned east and west private road;

THENCE East along the south boundary line of said private road, 20.00 feet to point of beginning and containing 3.526 acres of land, as surveyed on the ground by R. G. Milliken, Licensed State Land Surveyor and County Surveyor for Denton County on the 3rd day of August 1965;

Exhibit B- City Sewer Facilities



Legend

City Sewer Facilities

Sundance Development

Spatial Reference: *NAD 1983 StatePlane Texas North Central FIPS 4202 Feet*
Author: *- 2930105*
Date: *5/26/2026 9:46 AM*

This information is solely for general reference and is not to be relied upon for legal, engineering, or surveying purposes. It does not replace an on-site survey and provides only an approximate location of property boundaries. While every effort has been made to ensure accuracy, no guarantee is implied. The use of this map indicates acknowledgment that the data may not be entirely accurate.

CITY OF DENTON

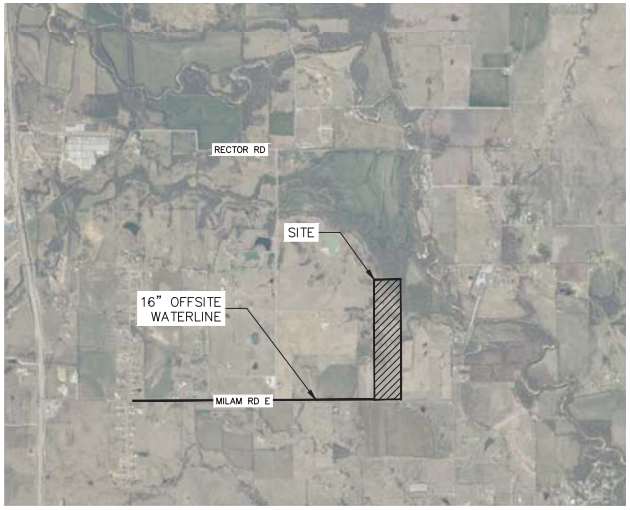
Inclusion • Collaboration • Quality Service
Strategic Focus • Fiscal Responsibility

Path: C:\Users\2930105\Documents\ArcGIS\Projects\MyProject19\MyProject19.aprx

Exhibit C- City Water Line

636 DENTON DEV. COMAPANY, LLC
SUNDANCE
WATER PLAN

DENTON COUNTY, TEXAS
JUNE 2026



VICINITY MAP
SCALE: 1" = 2,000'
N

SHEET INDEX	
ON-SITE CONSTRUCTION	
C-01	COVER SHEET
C-02	OVERALL OFFSITE WATER PLAN
C-03	OFFSITE WATER PLAN I
C-04	OFFSITE WATER PLAN II
C-05	OFFSITE WATER PLAN III
C-06	OFFSITE WATER PLAN IV
C-07	OFFSITE WATER PLAN V
C-08	OFFSITE WATER PLAN VI
C-09	OFFSITE WATER PLAN VII
C-10	OFFSITE WATER PLAN VIII
C-11	OFFSITE WATER PLAN IX
C-12	OFFSITE WATER PLAN X

ENGINEER
KEVIN J. WARE
500 MOSELEY ROAD
CROSS ROADS, TX 76227
PHONE: 940-387-0805
FAX: 940-387-0830
EMAIL: kware@kje-us.com
(TBPE F-12214)

DEVELOPER
636 DENTON DEV COMPANY LLC
LOGAN BREEN
1491 2ND ST STE B
SARASOTA, FL, 34236
PHONE: 941-928-7297
EMAIL: LOGANCB0522@GMAIL.COM

Note: This is a draft water line design for illustration purposes and the design has not been reviewed or approved by the City of Denton.

NO.	REVISION DESCRIPTION	DATE

CONSULTANT:

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN WARE (TEXAS P.E. NO. 136599), ON 11/13/2023. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

SEAL:

KJE
500 Moseley Road
Cross Roads, Texas 76227
Phone (940) 387-0805
Fax (940) 387-0830
(TBPE # F-12214)

COVER SHEET

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

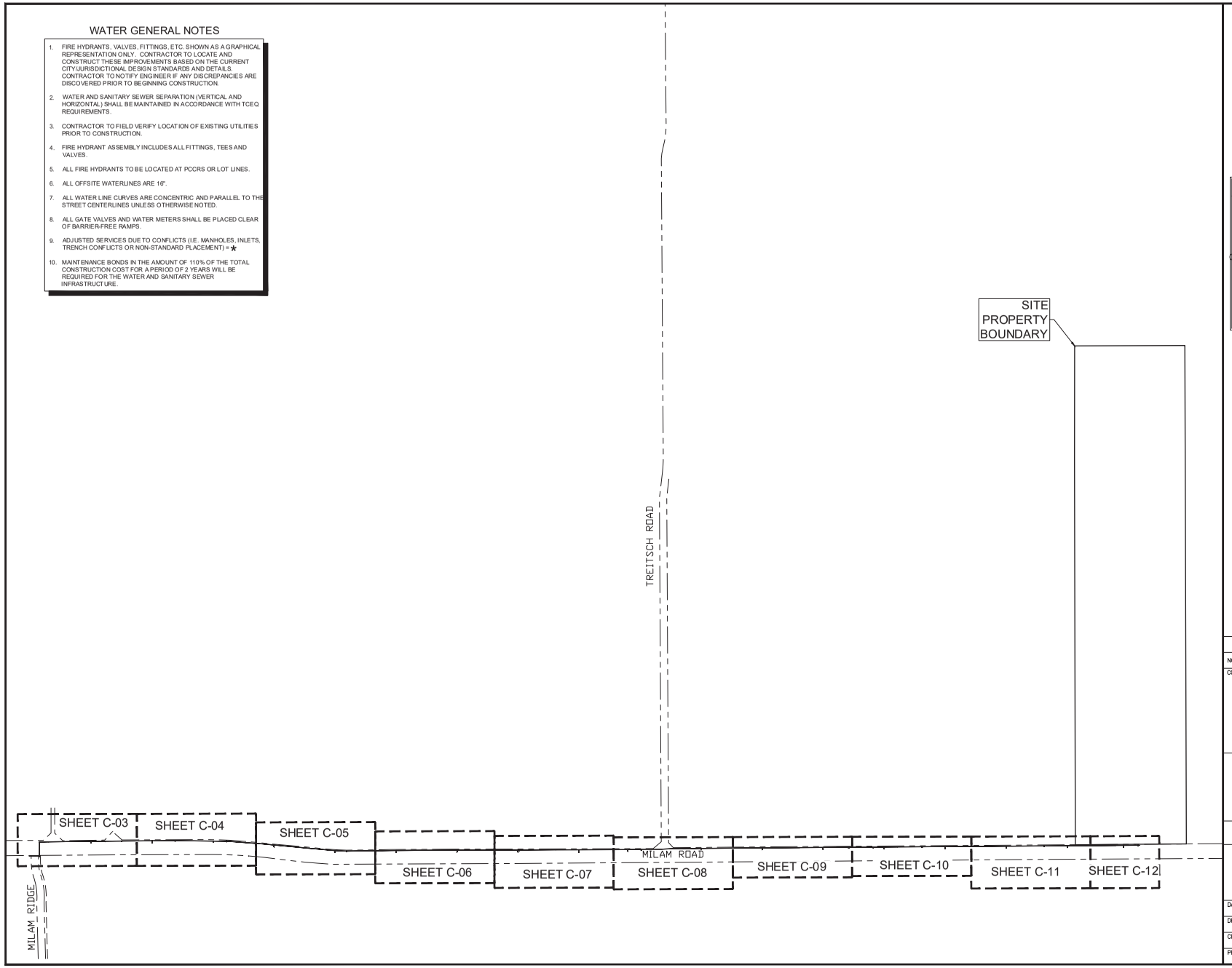
DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-01**

PLOT: 6/1/2026 5:37 PM FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\01_COVER SHEET.dwg DATE: 6/1/2026

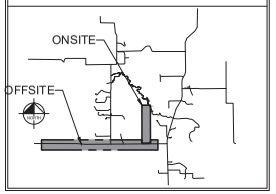
WATER GENERAL NOTES

1. FIRE HYDRANTS, VALVES, FITTINGS, ETC. SHOWN AS A GRAPHICAL REPRESENTATION ONLY. CONTRACTOR TO LOCATE AND CONSTRUCT THESE IMPROVEMENTS BASED ON THE CURRENT CITY/JURISDICTIONAL DESIGN STANDARDS AND DETAILS. CONTRACTOR TO NOTIFY ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED PRIOR TO BEGINNING CONSTRUCTION.
2. WATER AND SANITARY SEWER SEPARATION (VERTICAL AND HORIZONTAL) SHALL BE MAINTAINED IN ACCORDANCE WITH TCEQ REQUIREMENTS.
3. CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. FIRE HYDRANT ASSEMBLY INCLUDES ALL FITTINGS, TEES AND VALVES.
5. ALL FIRE HYDRANTS TO BE LOCATED AT PCCRS OR LOT LINES.
6. ALL OFFSITE WATERLINES ARE 16".
7. ALL WATER LINE CURVES ARE CONCENTRIC AND PARALLEL TO THE STREET CENTERLINES UNLESS OTHERWISE NOTED.
8. ALL GATE VALVES AND WATER METERS SHALL BE PLACED CLEAR OF BARRIER-FREE RAMPS.
9. ADJUSTED SERVICES DUE TO CONFLICTS (I.E. MANHOLES, INLETS, TRENCH CONFLICTS OR NON-STANDARD PLACEMENT) = ★
10. MAINTENANCE BONDS IN THE AMOUNT OF 110% OF THE TOTAL CONSTRUCTION COST FOR A PERIOD OF 2 YEARS WILL BE REQUIRED FOR THE WATER AND SANITARY SEWER INFRASTRUCTURE.





VICINITY MAP — NOT TO SCALE



!!WARNING!!

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NO.	REVISION DESCRIPTION	DATE

CONSULTANT:

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SEAL:

KJE
500 Moseley Road
Cross Roads, Texas 76227
Phone (940) 387-0805
Fax (940) 387-0830
(TBPE # F-12214)

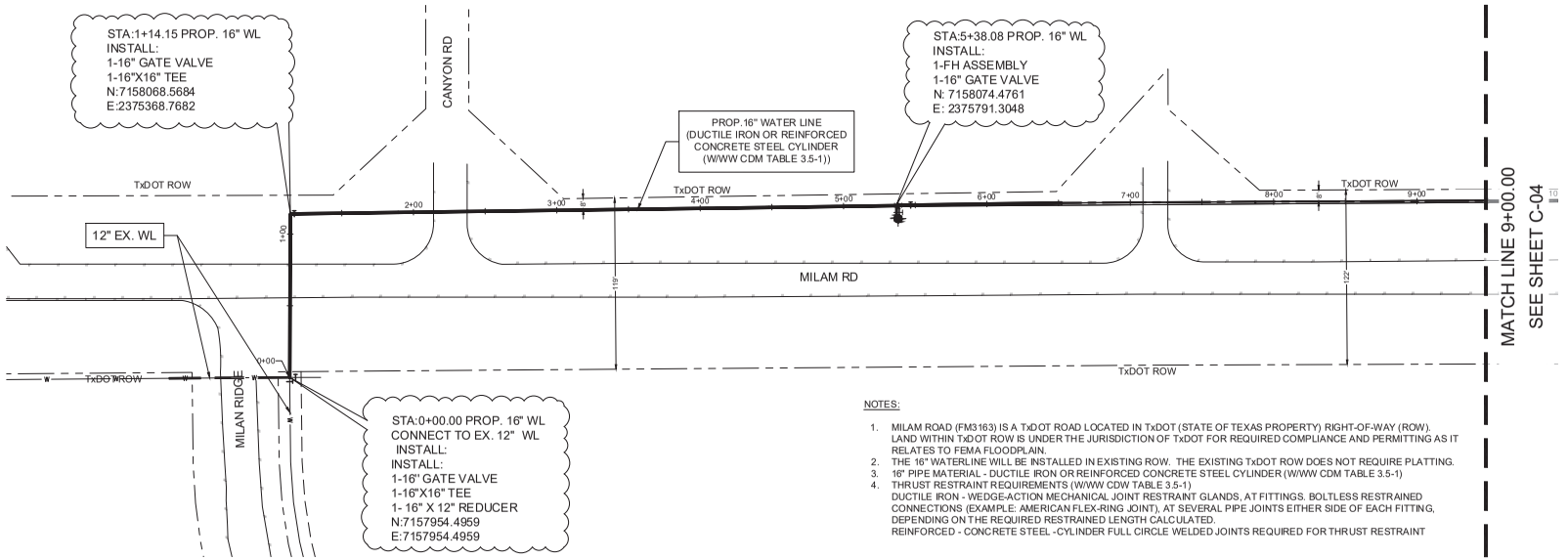
OVERALL OFFSITE WATER PLAN

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-02**

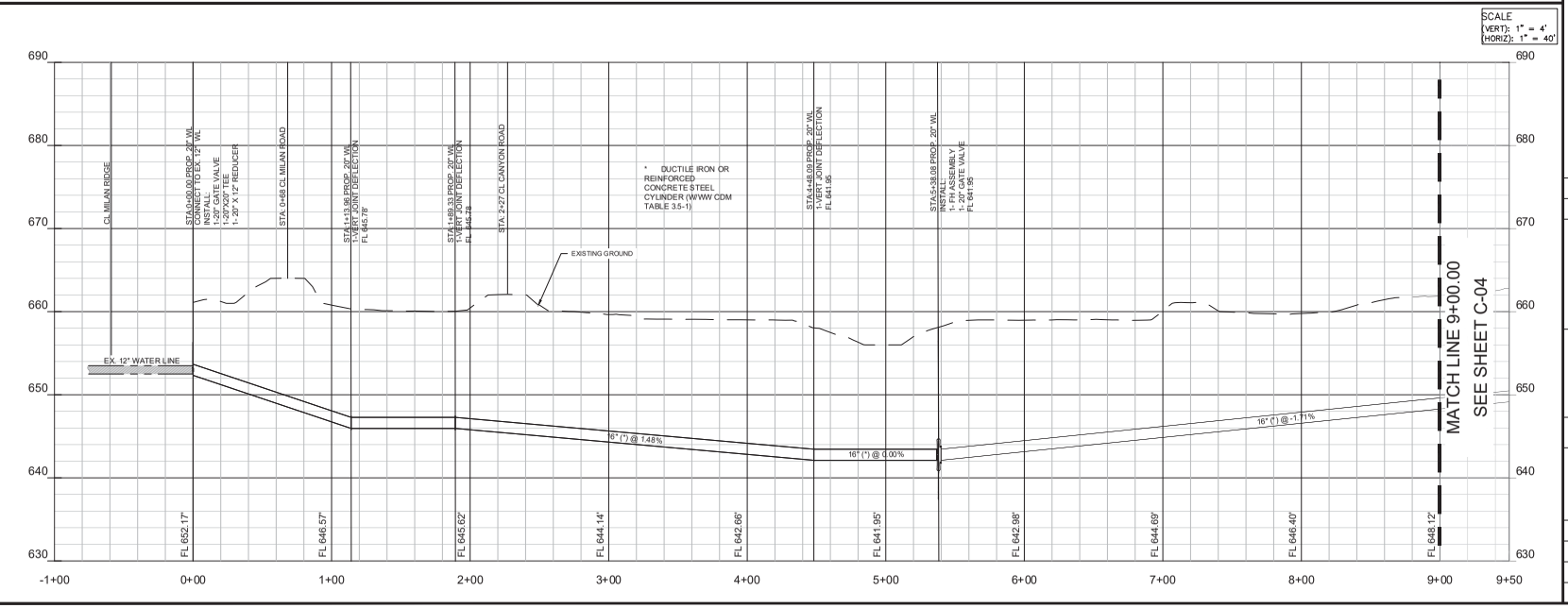
PLOT: 6/1/2026 6:04 PM FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026



NOTES:

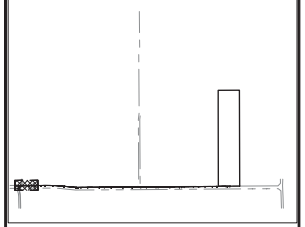
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   REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16"PVC MAIN WATER





KEY MAP
NOT TO SCALE



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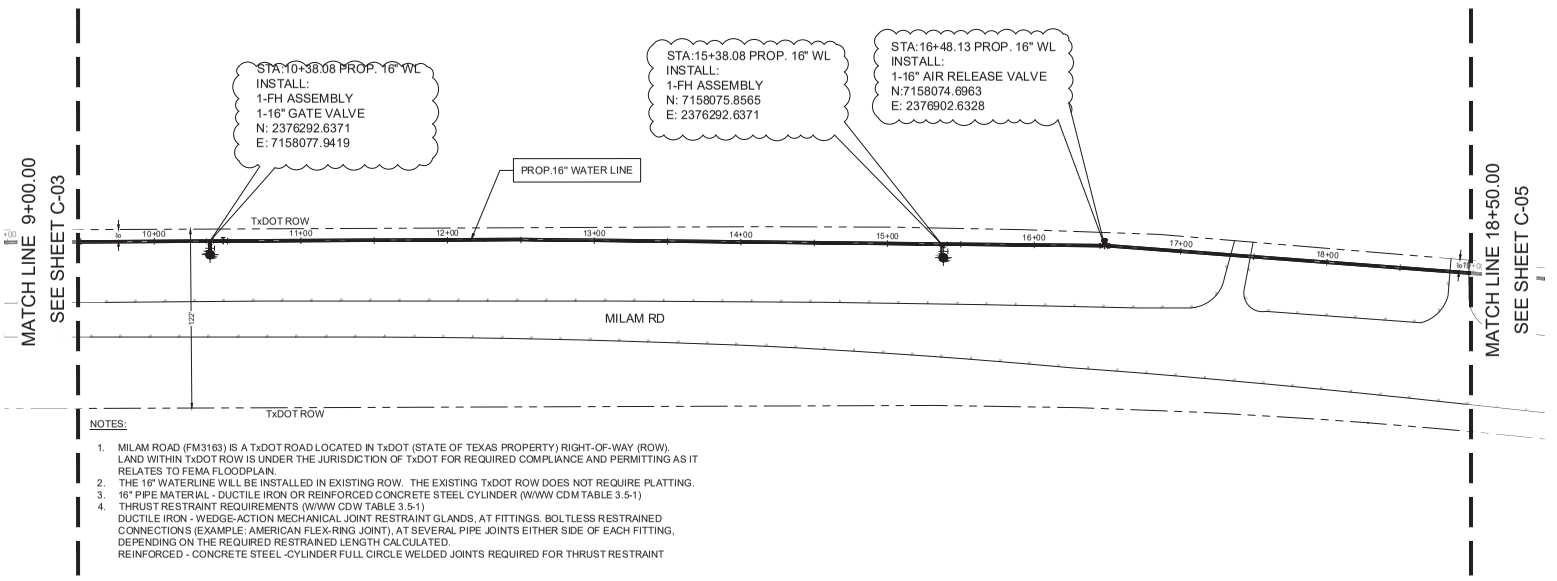
OFFSITE WATER PLAN I

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-03**

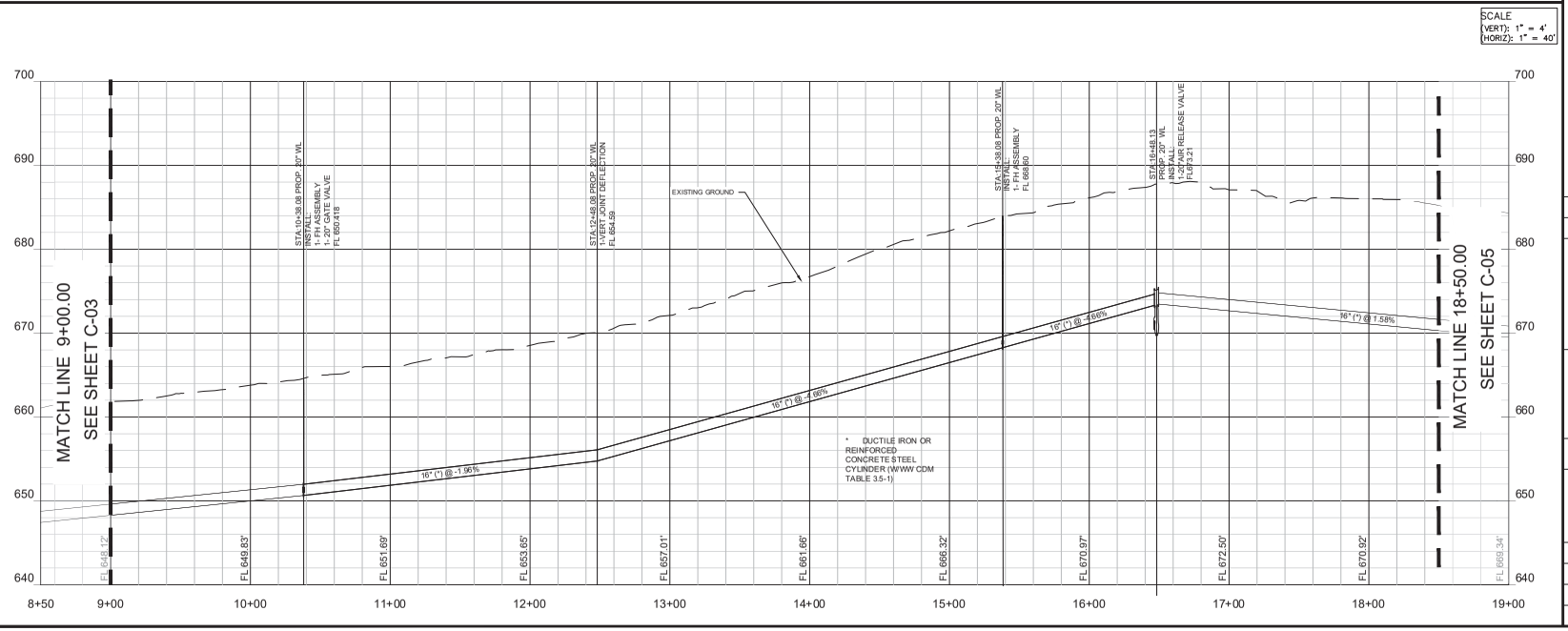
PLOT: 6/1/2026 6:05 PM FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026



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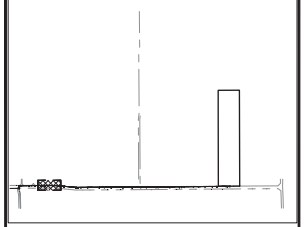
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   REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16"PVC MAIN WATER





KEY MAP



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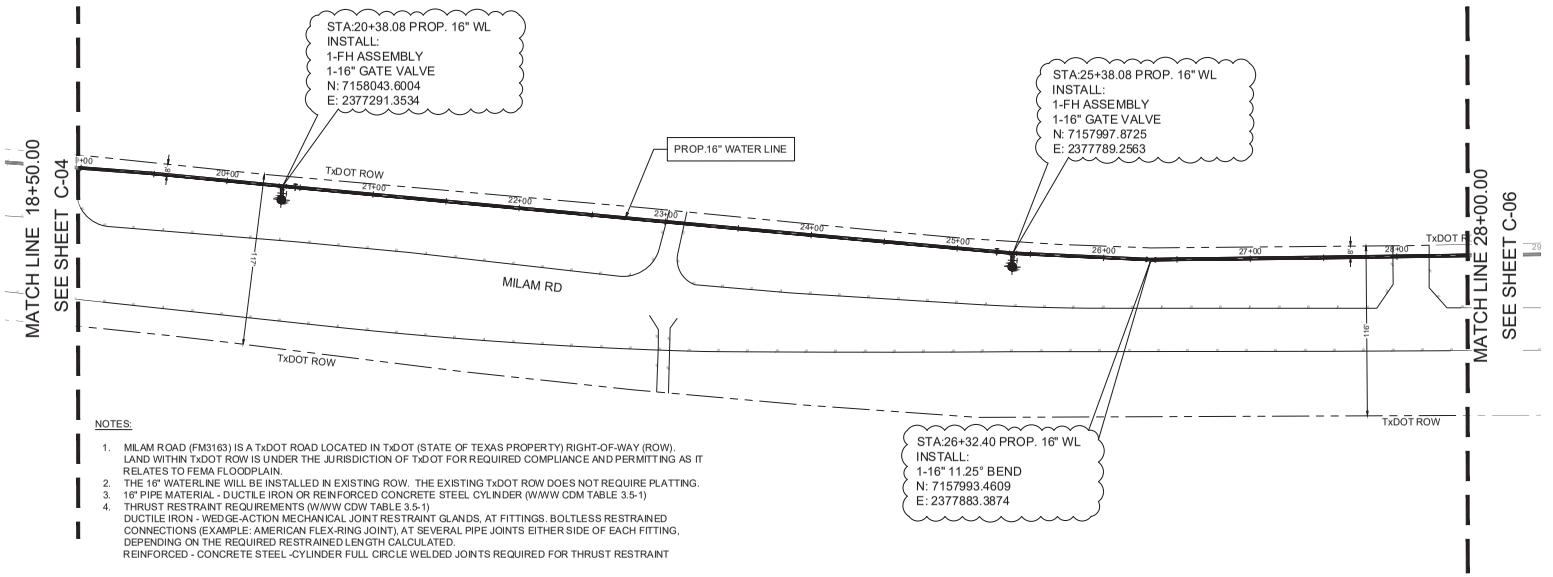
OFFSITE WATER PLAN II

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-04**

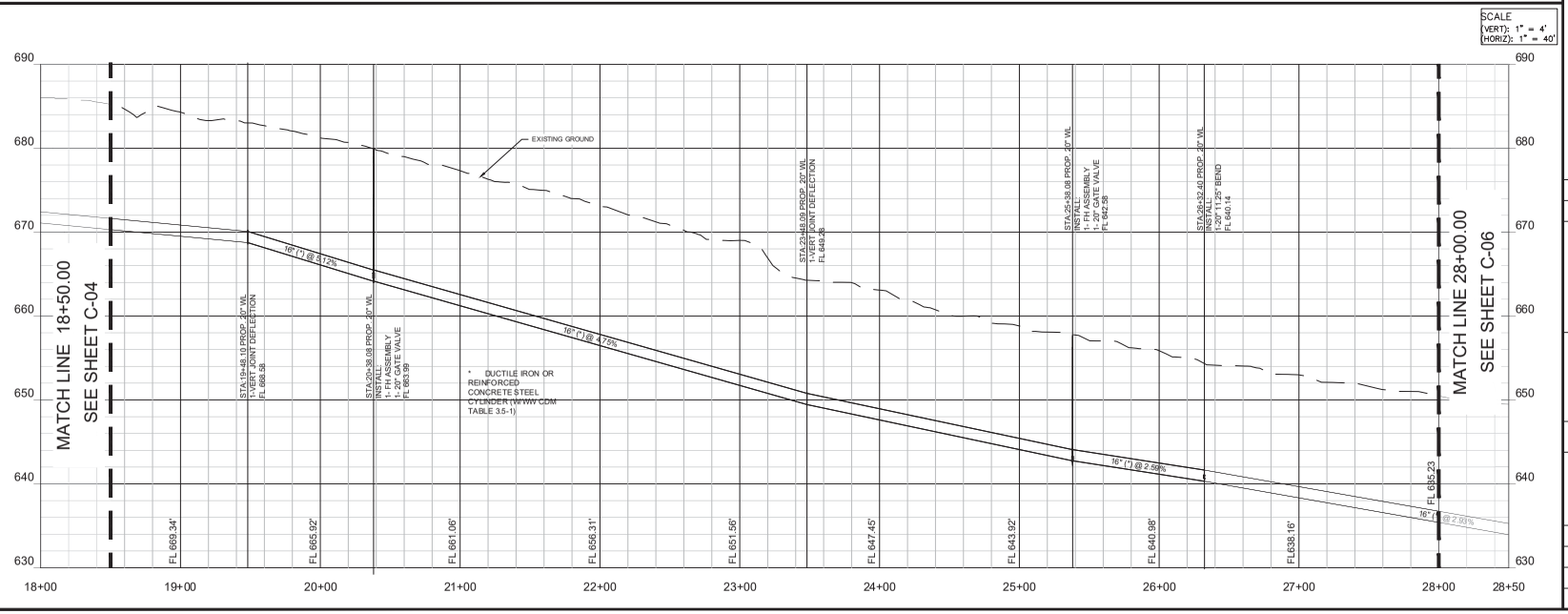
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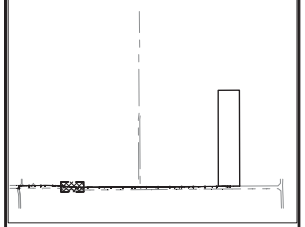
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MILAM RD E 16"PVC MAIN WATER





KEY MAP



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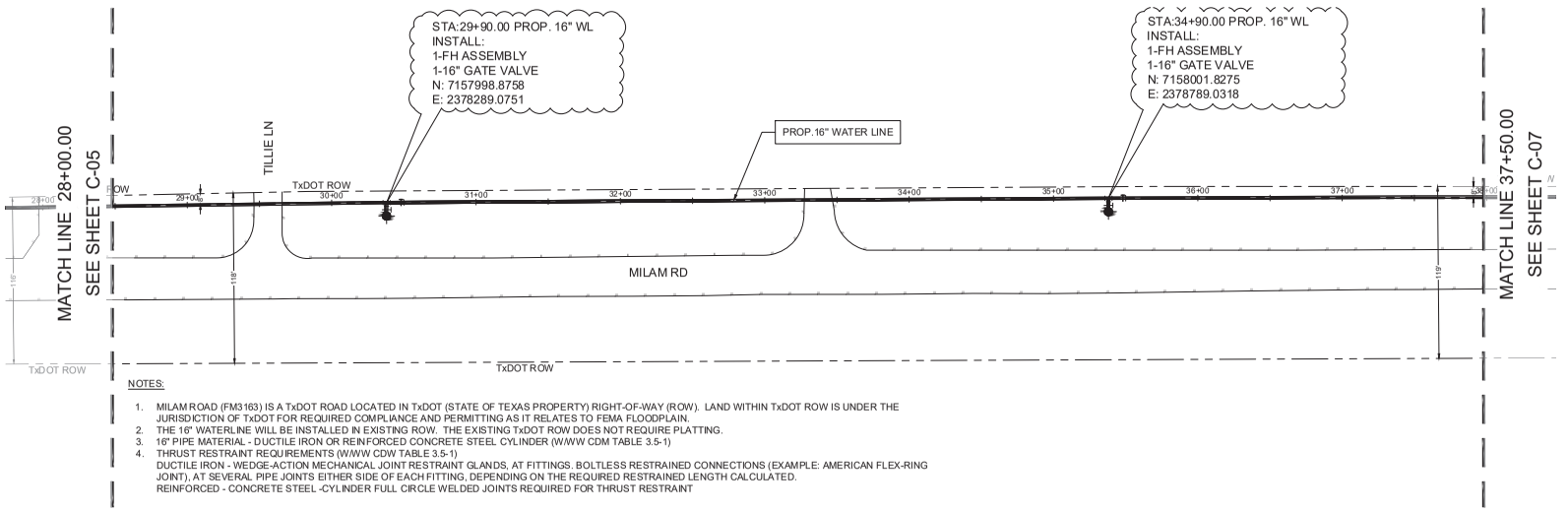
OFFSITE WATER PLAN III

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-05**

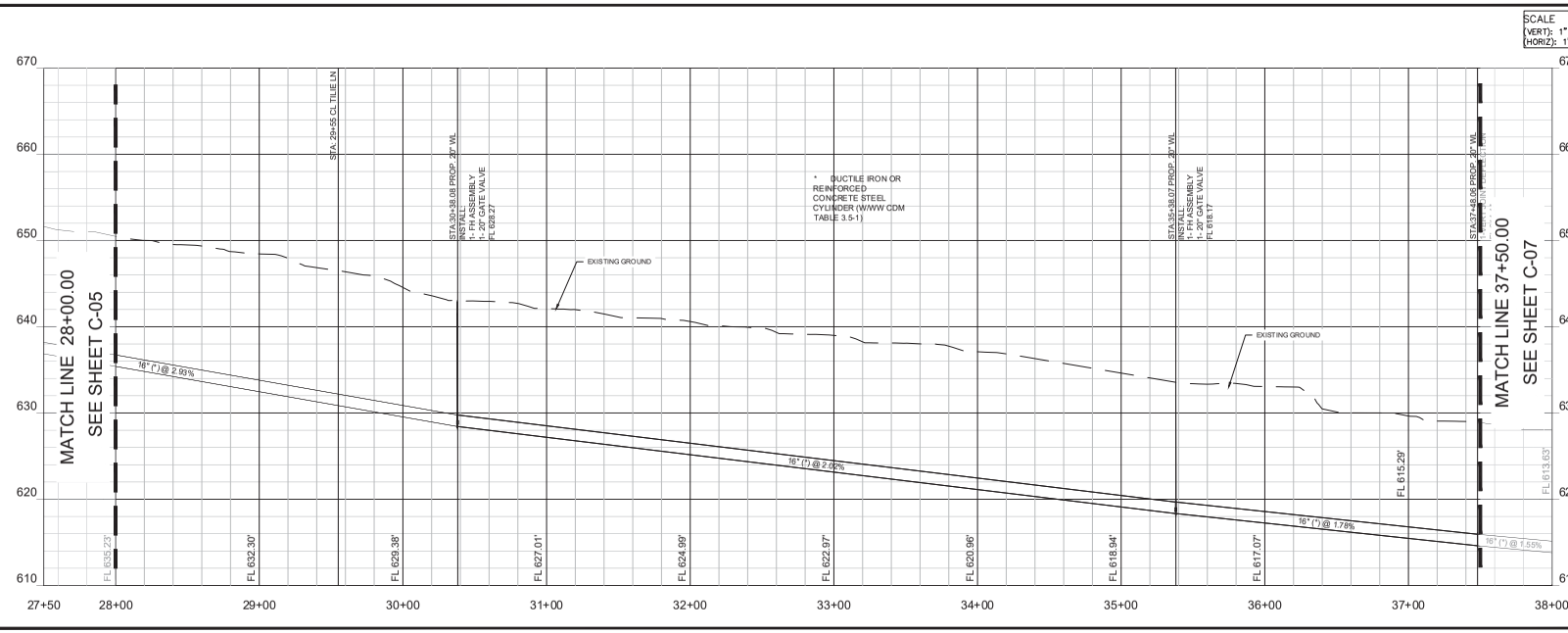
PLOT: 6/1/2026 6:05 PM FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026



NOTES:

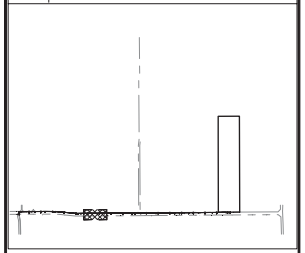
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MILAM RD E 16"PVC MAIN WATER





KEY MAP



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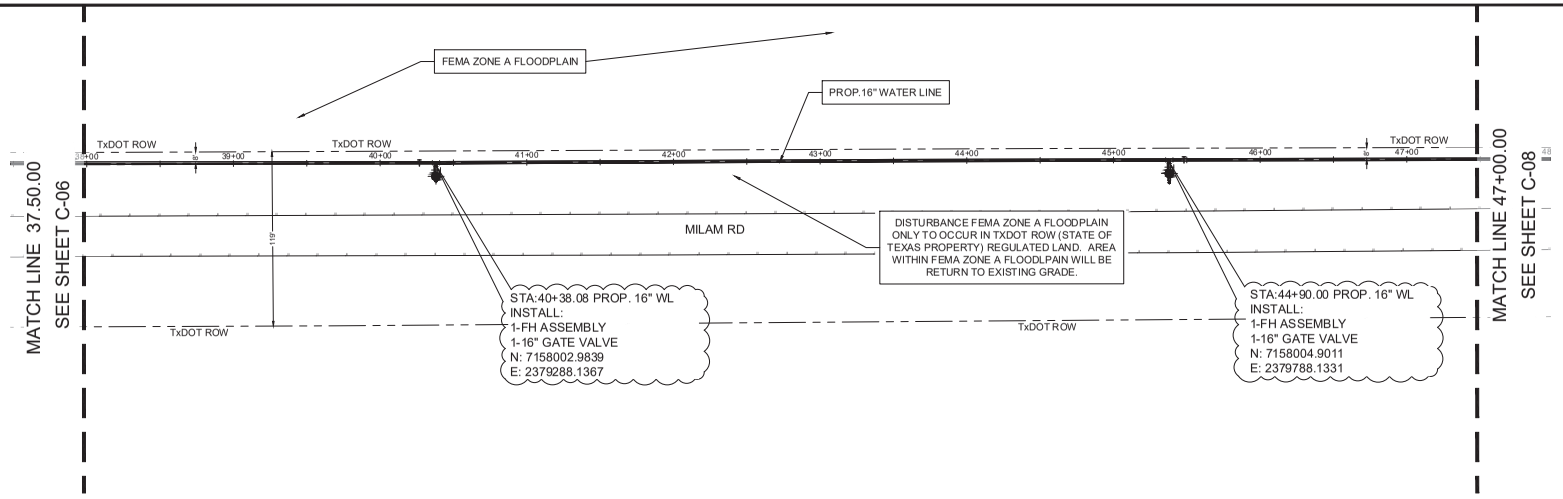
OFFSITE WATER PLAN IV

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-06**

PLOT: 6/1/2026 6:05 PM FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026

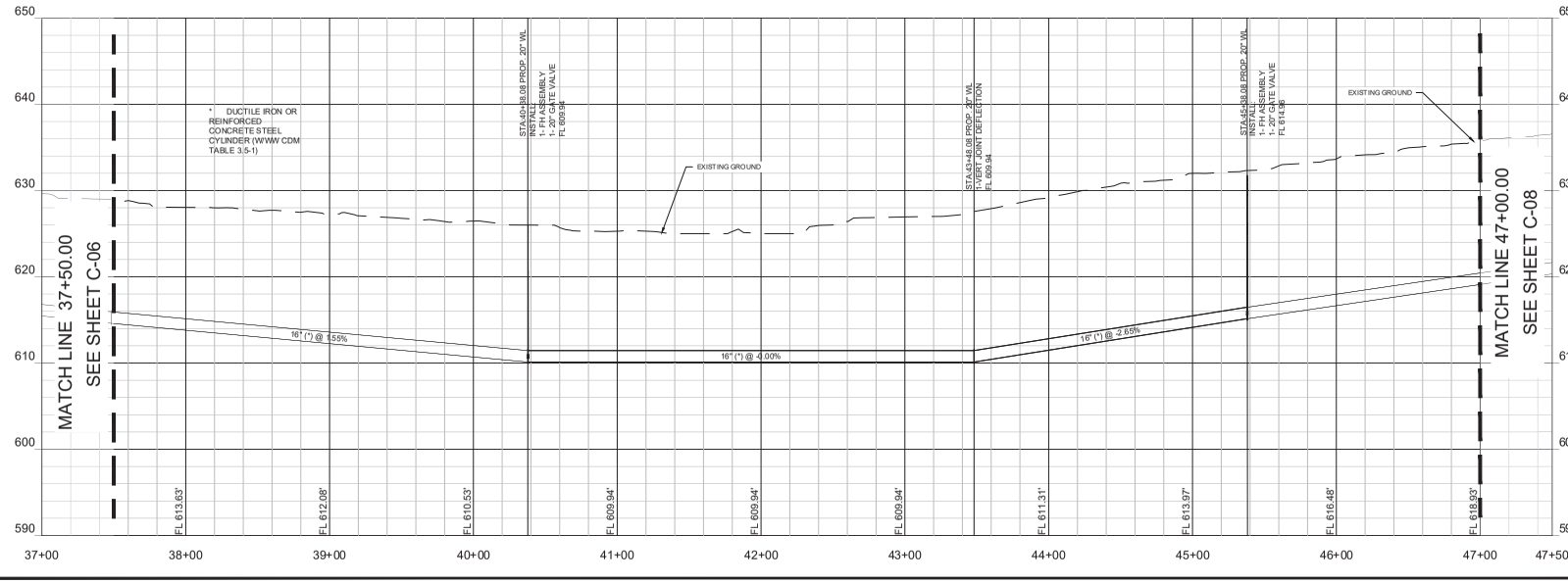


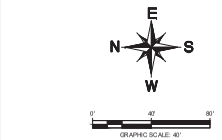
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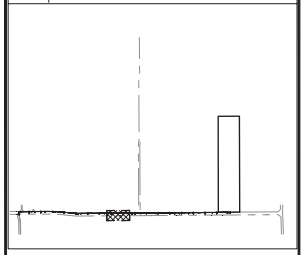
MILAM RD E 16"PVC MAIN WATER

SCALE
(VERT): 1" = 4'
(HORIZ): 1" = 40'





KEY MAP



UTILITY LEGEND

- EXISTING ROW LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE

NOTE: INCLUDE THE FOLLOWING NOTE ON WATER AND/OR UTILITY PLANS: TAPS MADE TO EXISTING WATERLINES OR RELOCATION OF FIRE HYDRANT SHALL BE DONE BY THE CITY OF DENTON AT THE CONTRACTOR'S EXPENSE. CONTACT THE WATER DEPARTMENT AT 940-349-7181.

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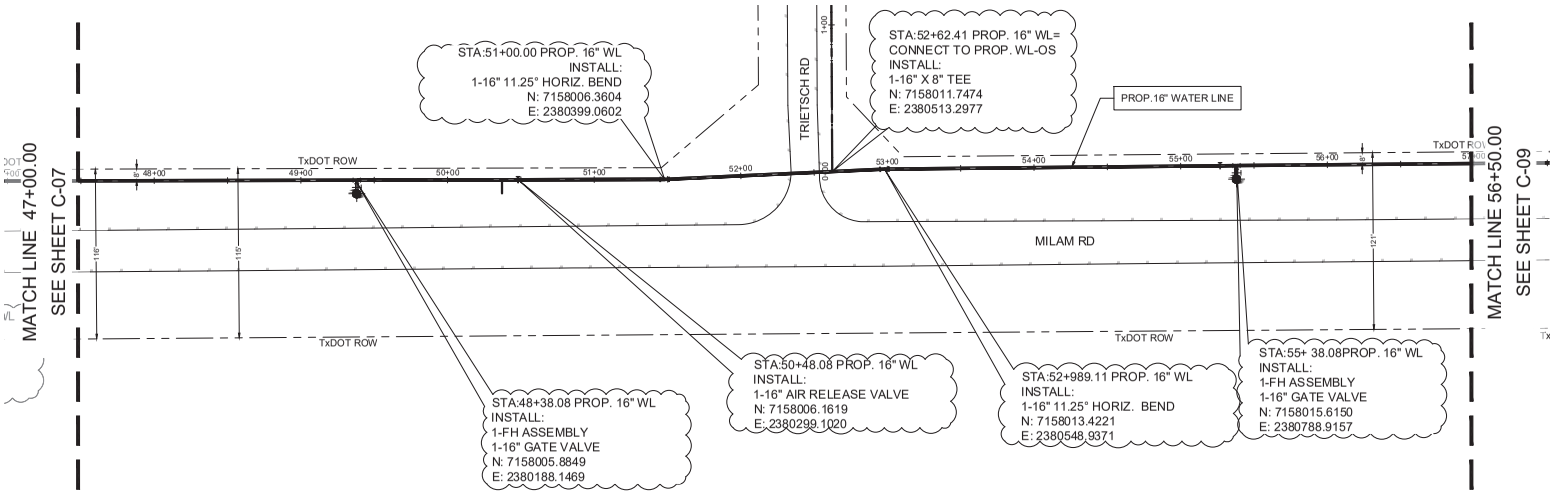
OFFSITE WATER PLAN V

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-07**

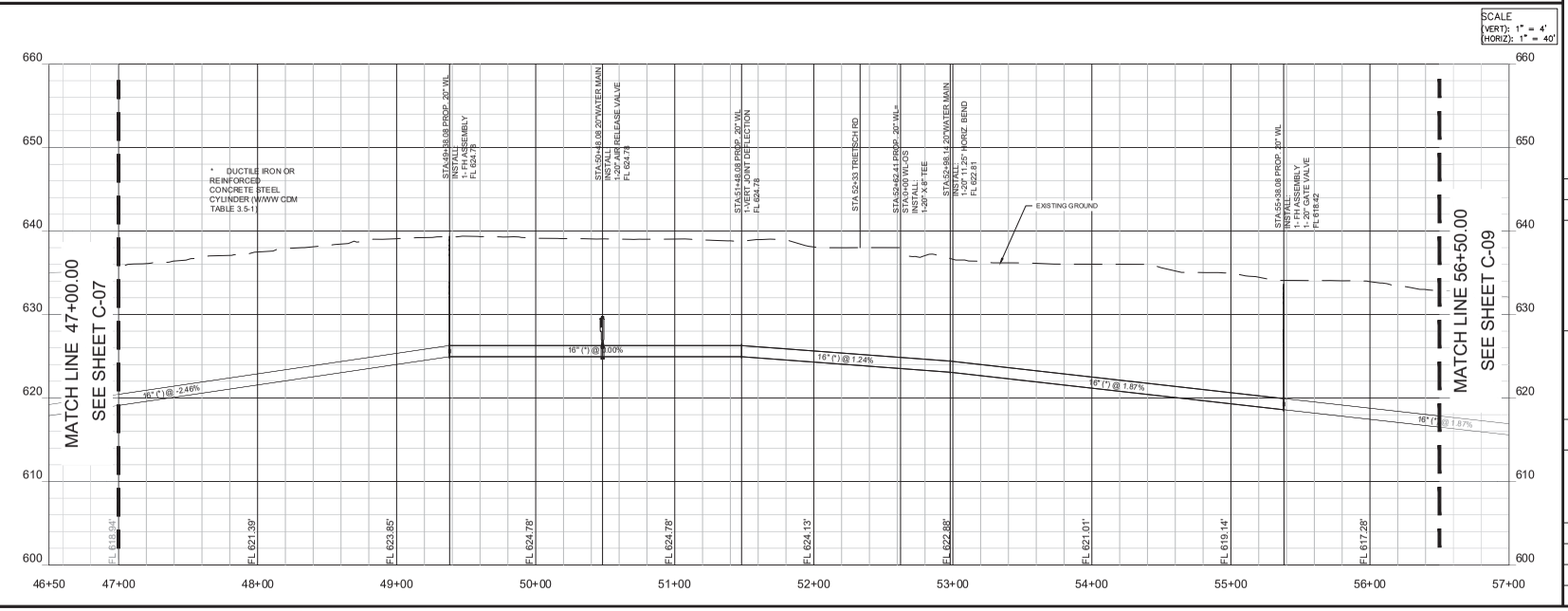
PLOT: 6/1/2026 6:05 PM FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026



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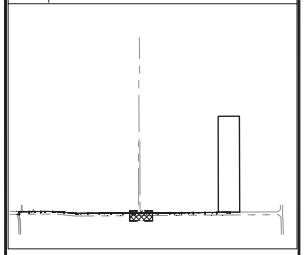
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MILAM RD E 16"PVC MAIN WATER





KEY MAP



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(TBPE # F-12214)

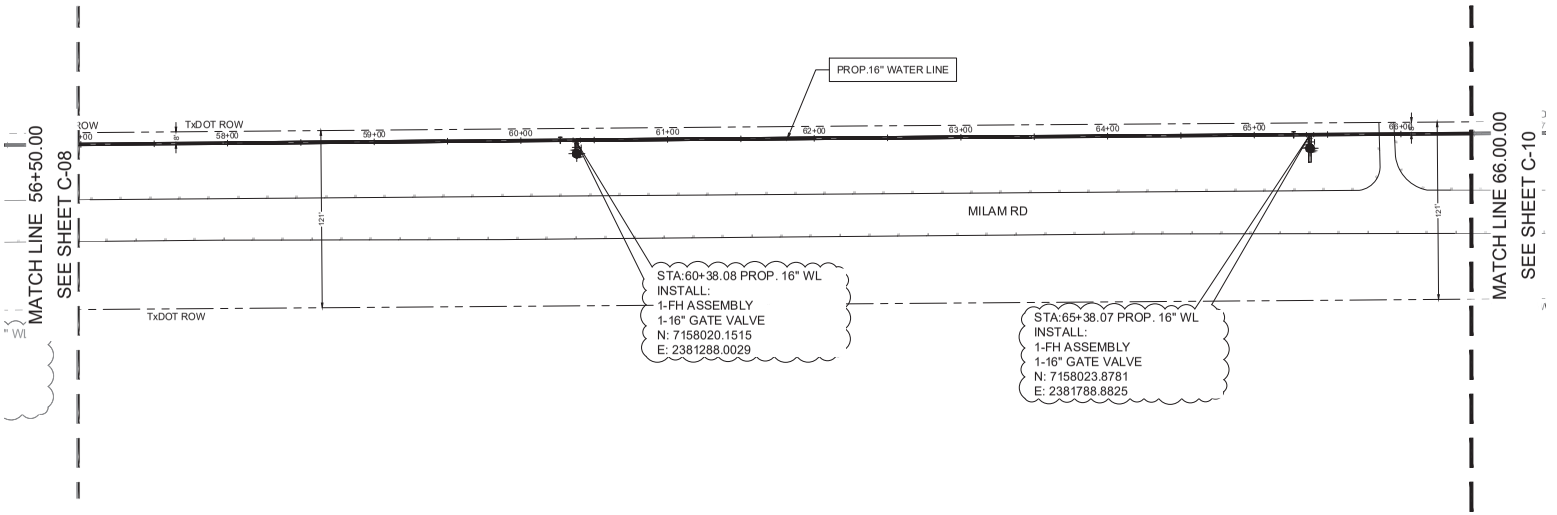
OFFSITE WATER PLAN VI

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-08**

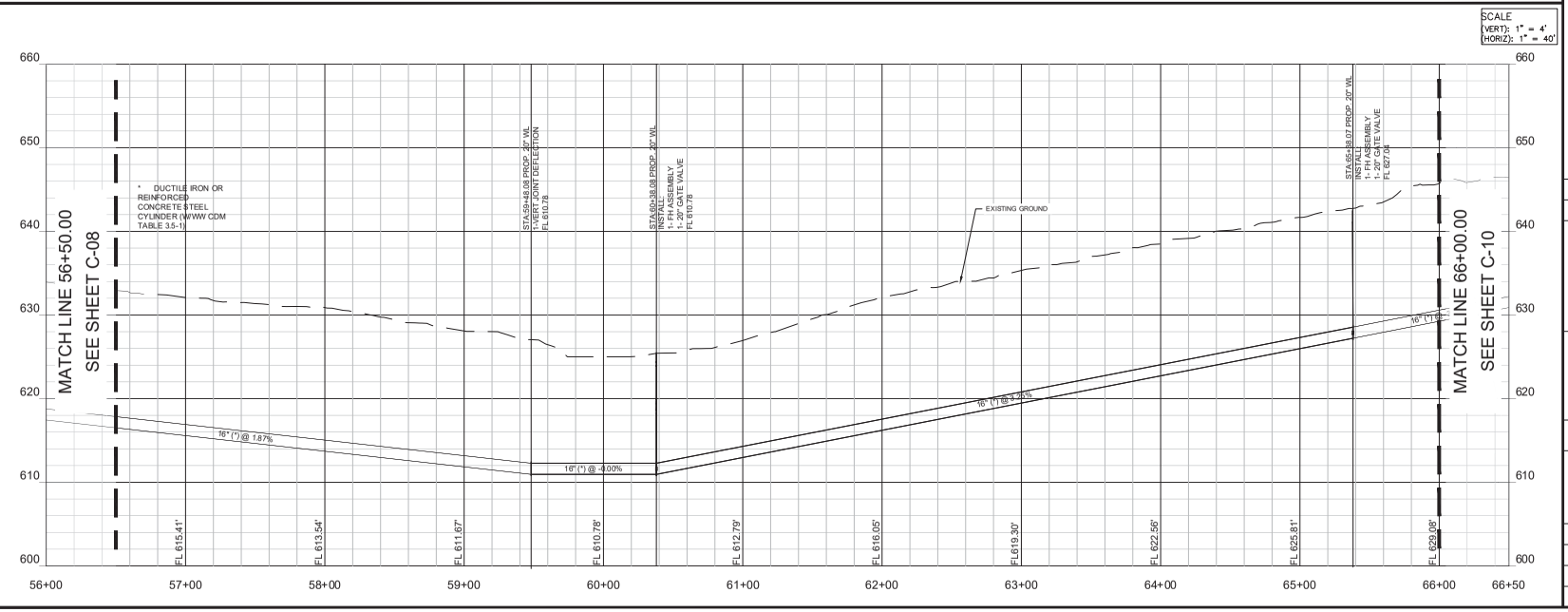
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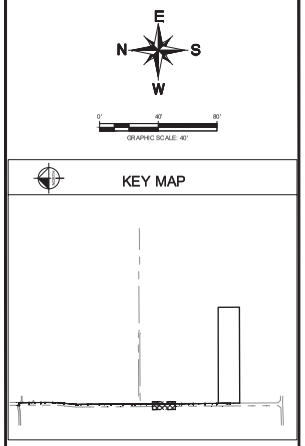


NOTES:

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2. THE 16" WATERLINE WILL BE INSTALLED IN EXISTING ROW. THE EXISTING TxDOT ROW DOES NOT REQUIRE PLATTING.
3. 16" PIPE MATERIAL - DUCTILE IRON OR REINFORCED CONCRETE STEEL CYLINDER (W/WW CDM TABLE 3.5-1)
4. THRUST RESTRAINT REQUIREMENTS (W/WW CDW TABLE 3.5-1)
   DUCTILE IRON - WEDGE-ACTION MECHANICAL JOINT RESTRAINT GLANDS, AT FITTINGS. BOLTLESS RESTRAINED CONNECTIONS (EXAMPLE: AMERICAN FLEX-RING JOINT), AT SEVERAL PIPE JOINTS EITHER SIDE OF EACH FITTING, DEPENDING ON THE REQUIRED RESTRAINED LENGTH CALCULATED.
   REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16"PVC MAIN WATER





UTILITY LEGEND

- EXISTING ROW LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE

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(TBPE # F-12214)

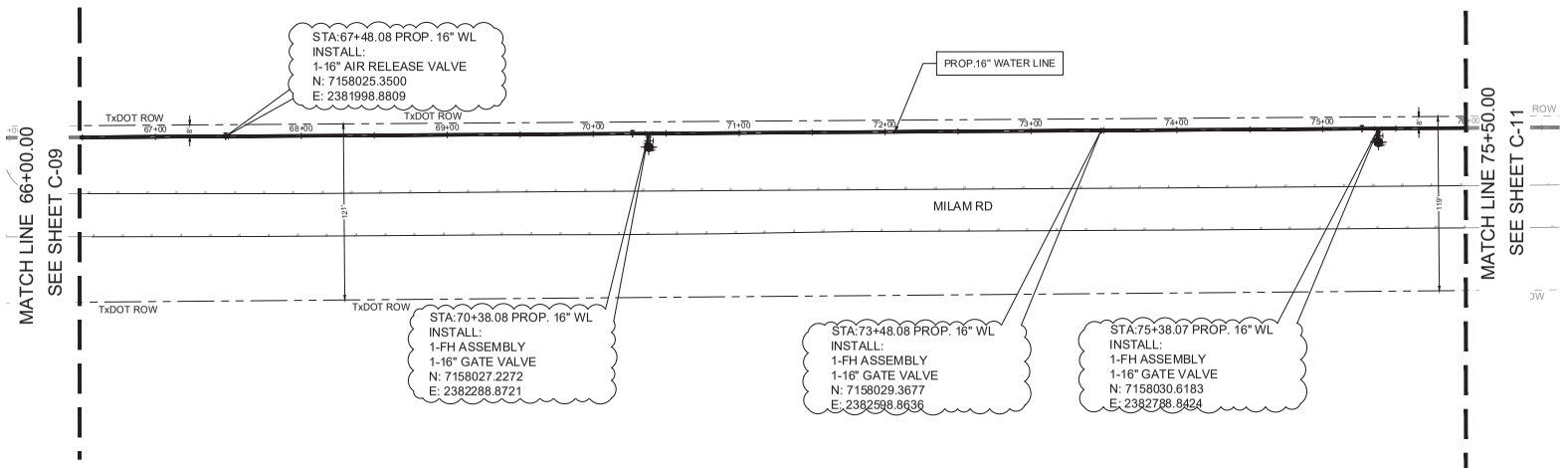
OFFSITE WATER PLAN VII

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-09**

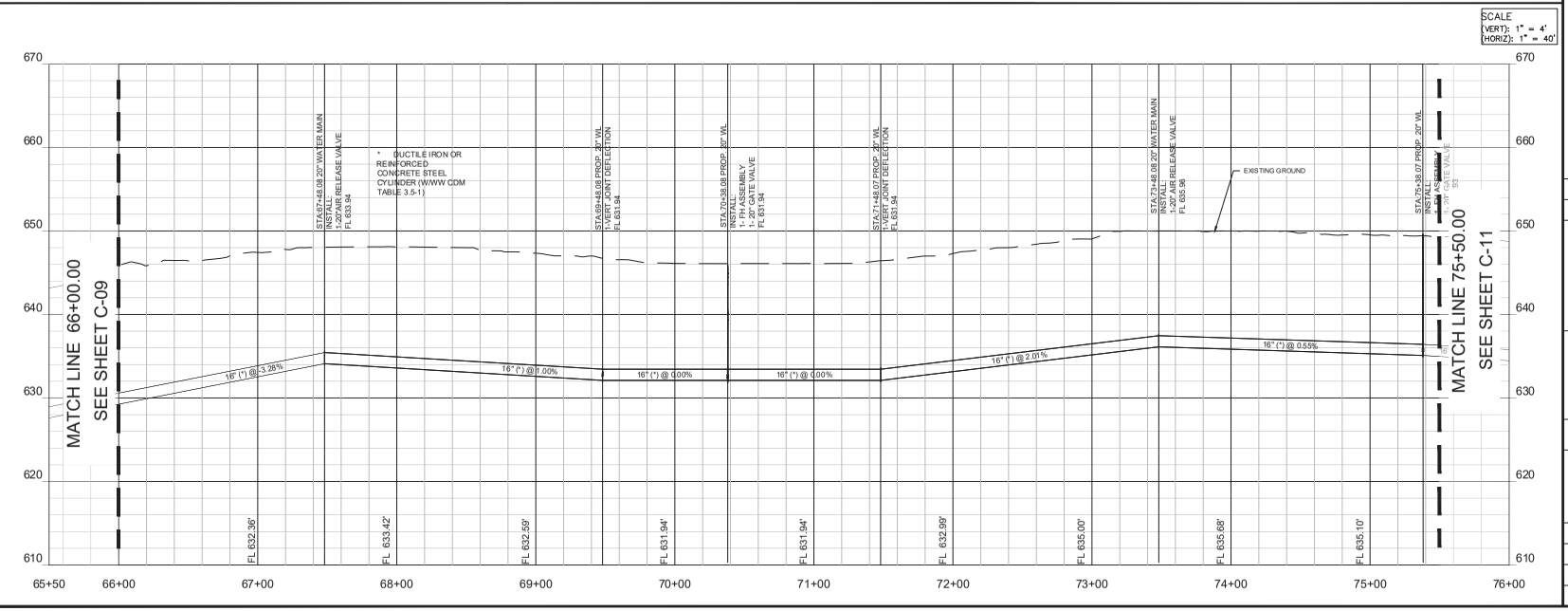
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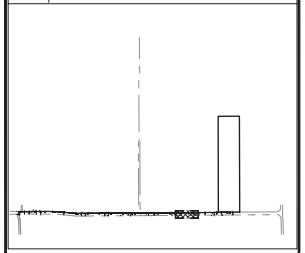
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   REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16"PVC MAIN WATER





KEY MAP



UTILITY LEGEND

- EXISTING ROW LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE

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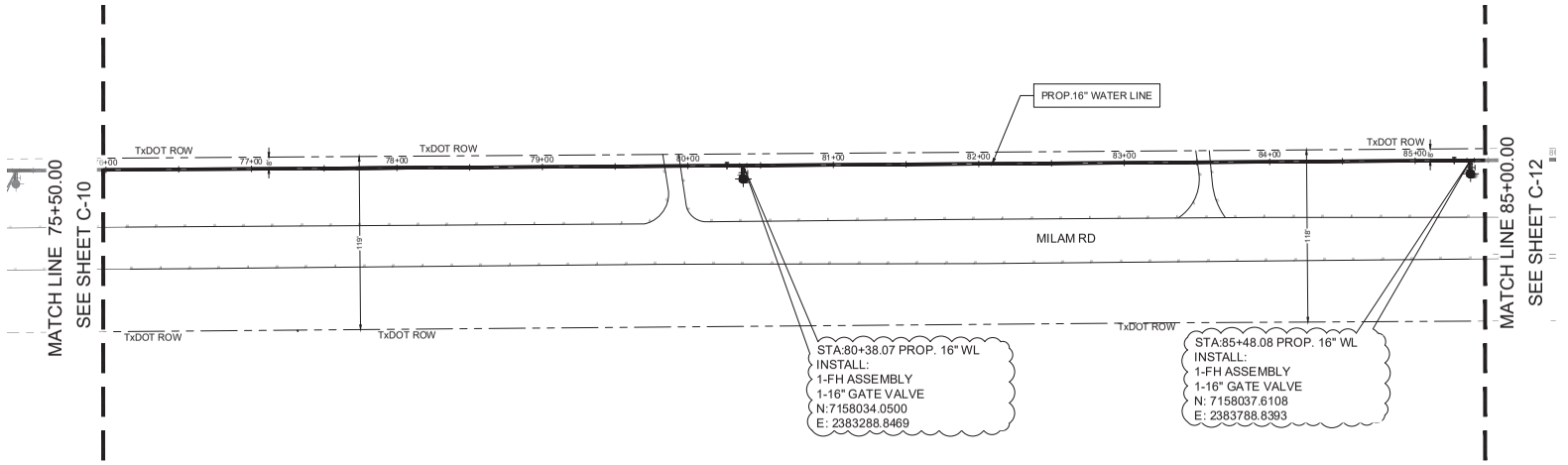
OFFSITE WATER PLAN VIII

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-10**

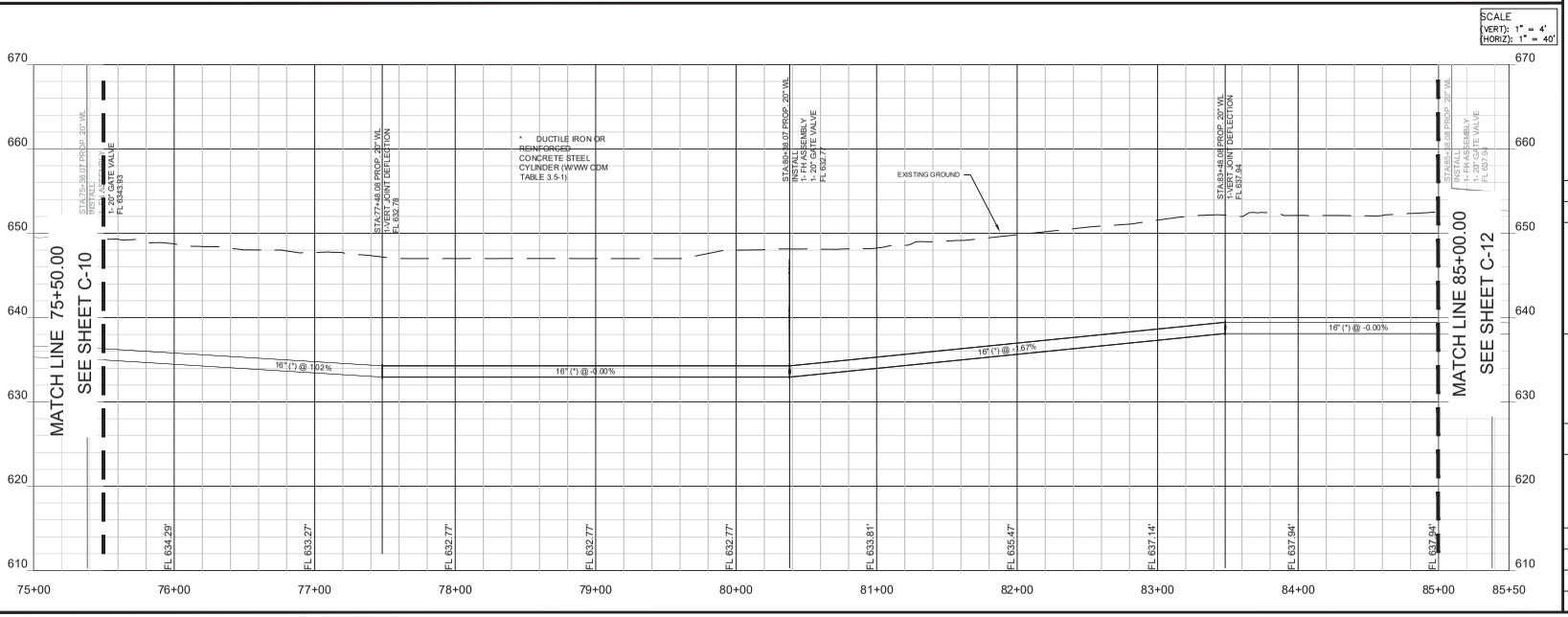
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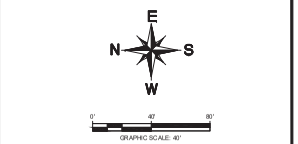


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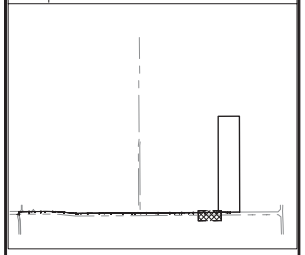
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MILAM RD E 16"PVC MAIN WATER





KEY MAP



UTILITY LEGEND

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- PROPOSED WATER LINE
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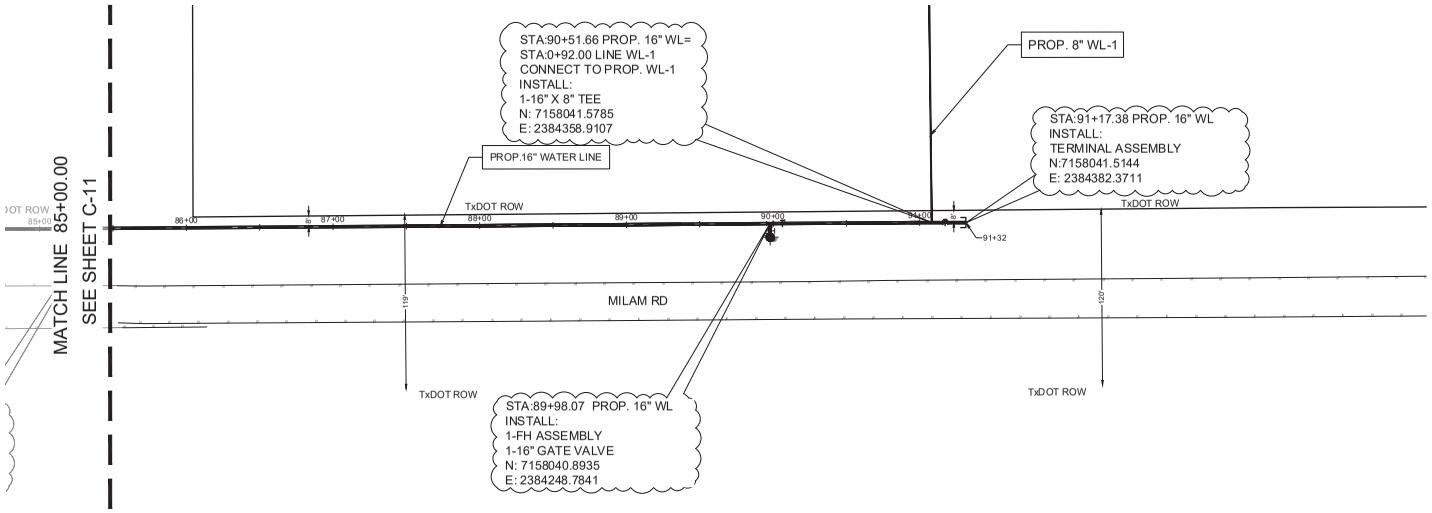
OFFSITE WATER PLAN IX

636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

SHEET: **C-11**

PLOT: 6/1/2026 6:06 PM FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026

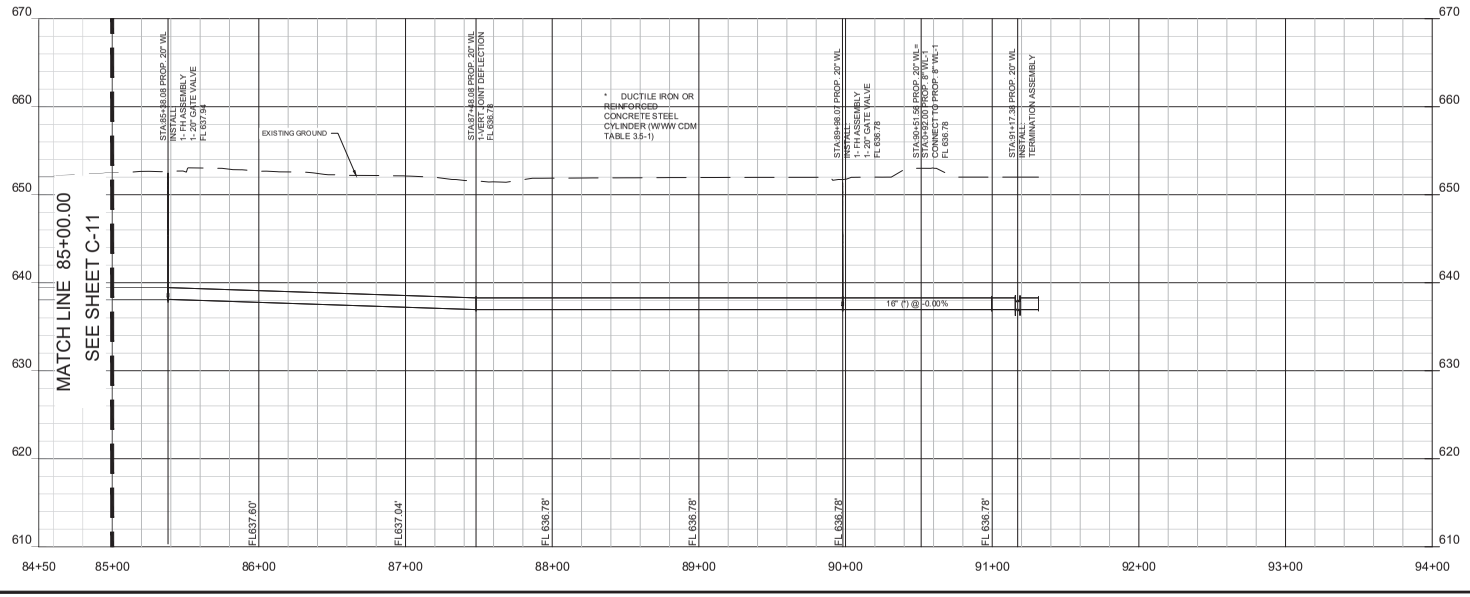


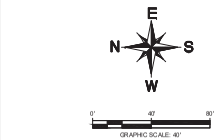
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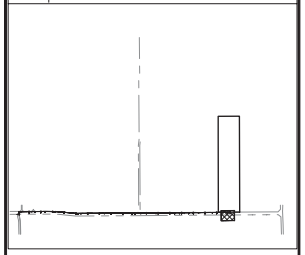
MILAM RD E 16"PVC MAIN WATER

SCALE
(VERT): 1" = 4'
(HORIZ): 1" = 40'





KEY MAP



UTILITY LEGEND

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OFFSITE WATER PLAN X

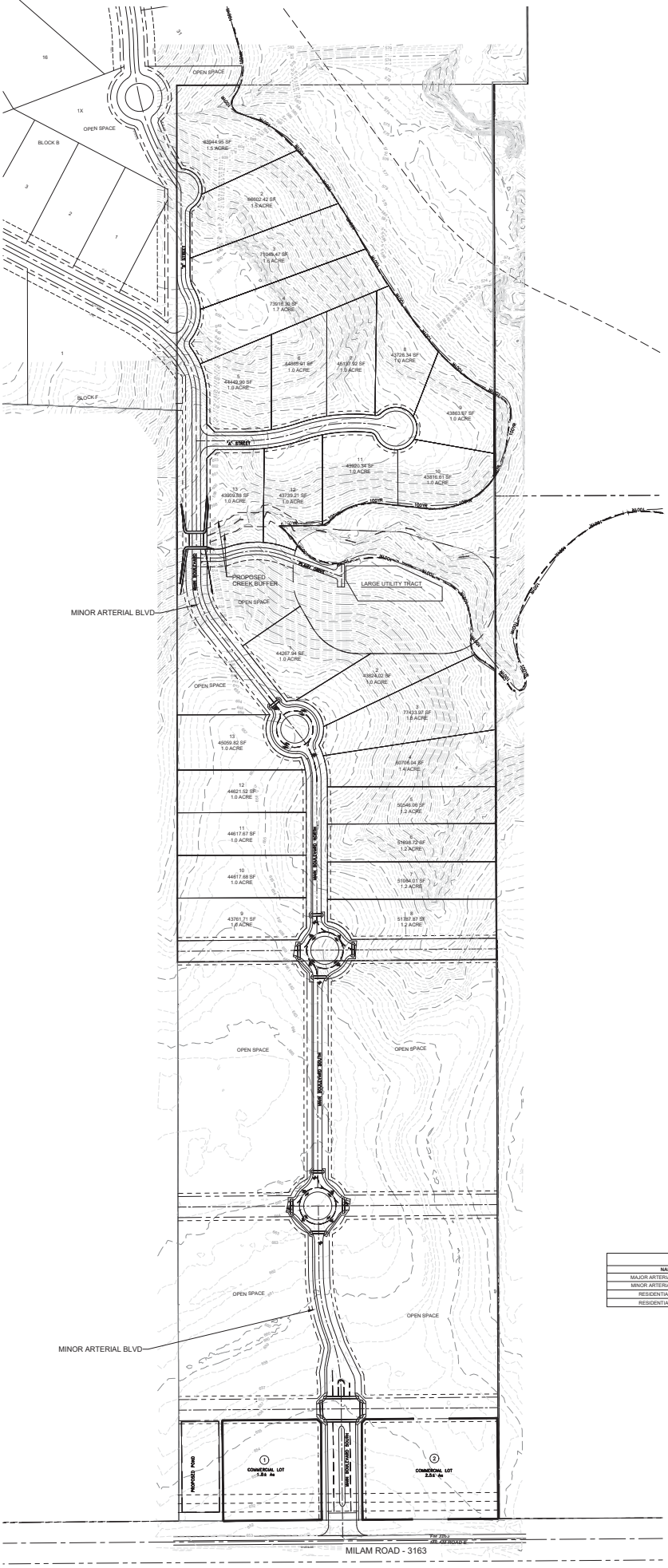
636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026
DRAWN BY:	MH
CHECKED BY:	SG
PROJECT #:	220629

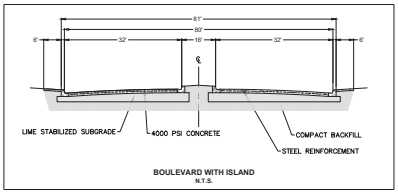
SHEET: **C-12**

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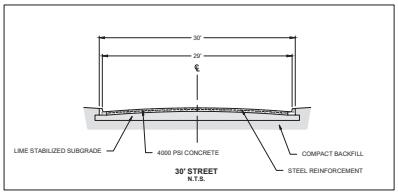
Exhibit D- Wastewater Treatment Plant Site



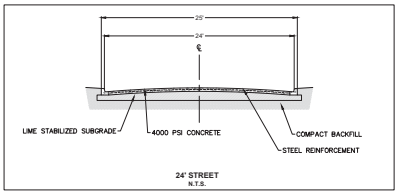




BOULEVARD WITH ISLAND
N.T.S.



30' STREET
N.T.S.



24' STREET
N.T.S.

ACCESS ROADS

NAME	PAVEMENT LENGTH	RIGHT OF WAY	WIDTH	SPEED LIMIT (MPH)	UTILITY EASEMENT
MAJOR ARTERIAL BOULEVARD	902'	116'	32' Min. (Divided)	45	9'
MINOR ARTERIAL BOULEVARD	2540'	80'	24'	45	9'
RESIDENTIAL STREET G	573'	50'	30'	30	9'
RESIDENTIAL STREET H	465'	60'	24'	30	9'

N

0' 50' 100' 200'

SCALE:
1"=100'

SUNDANCE DEVELOPMENT
EXHIBIT
March 20, 2026

SHEET 1 OF 1

KJE
www.kje-us.com
Texas Firm F-12214
Cross Roads, TX 76227
Phone: 940-387-0805

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PLOTTED BY: DUELCHAVEZ - DATE: 3/20/2026 8:33 AM - DWG NAME: P:\2024\24-0194.6 SUNDANCE RANCH\CADD\01_EXHIBITS\24-0194.6B-SITE LAYOUT-2.1 ACRE LOTS 2026-03-20.DWG
LAST SAVED BY: DUELCHAVEZ - DATE: 3/20/2026 8:22 AM

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ACM: Kenneth Hedges

DATE: June 16th, 2026

SUBJECT:
Consider adoption of an ordinance of the City of Denton granting JPI Construction, LLC a noise exception pursuant to section 17-20(c)(3)(f) of the City of Denton Code of Ordinances with respect to sound levels and hours of operation for approximately 62 concrete alleys, parking lot, and foundation pours utilizing concrete pumps, generators, and lights related to the construction of a new amenity center and townhomes located at 901 N Loop 288; granting an increase in sound levels and a variance in the hours of operation which may be affected by weather, from 3:00 a.m. To 7:00 a.m., with sound not to exceed 75 decibels; and providing an effective date.

BACKGROUND:
The City of Denton has a regulation on construction times within Section 17-20 of the Code of Ordinances. This chapter limits construction activity to no earlier than 6am (June 1 – Sept 30) and 7am (October 1-May 31) Monday through Friday, 8am on Saturdays, and 1pm on Sundays, but provides City Council the discretion to issue special permits for such work at other hours in case of urgent necessity and in the interest of public safety and convenience.

Jacob VanValen, Project Manager for JPI Construction, LLC has requested an exception to the noise ordinance beginning June 16th, 2026, through December 2026. The request would be to increase the available hours of construction from 3:00am to 7:00am to provide concrete pours for the amenity center and townhome project. The site is located between N Loop 288 and Mockingbird Ln, the closest residential home is 40 feet to the North, with another neighborhood 59 feet to the West. The request is to allow the subcontractor crews to pour concrete at an earlier time of the day due to the accessibility of concrete, to meet delivery times required by the supplier which will reduce the number of trips to the site, and to meet the specific concrete requirements and prevent injury to the concrete. Additionally, the time it takes concrete to cure after pouring, if not delivered early, would result in twice as many pours over the duration of the project.

The impact on the development would be a significant delay in completion of the project and add additional days of large concrete trucks on site.

There are approximately 62 pours to be conducted during the above hours. Exhibit 4 describes the sequences of the activity. Exhibit 6 shows the level of sound at the nearest single-family to be equivalent to that of office noise, or the noise inside a car moving at 60 mph. Concrete trucks can spike to a dBA of 95 measured 3 feet from the truck while in operation, however the typical dBA when actively mixing or discharging is

only 85. Exhibit 6 demonstrates the noise level at the nearest residence when the concrete truck is operating at its highest peak.

OPTIONS

1. Approve
2. Approve with conditions
3. Deny
4. Postpone the item

RECOMMENDATION:

Staff recommends approval based on the construction activity having a small impact on neighboring residential areas.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Applicant Request
Exhibit 3 - Proximity Map
Exhibit 4 - Paving Sequence
Exhibit 5 - Site Plan
Exhibit 6 - Additional Noise Request Backup
Exhibit 7 - Ordinance

Respectfully submitted:
Amber Rodgers
Building Official

Items Required with Special Permit Request

A request should be sent to the Deputy Building Official via email requesting a special permit per the City of Denton Noise Ordinance Section 17-20 (c)(3)(f). This request should include the following:

1. **Provide the name of the development and address.**
    a. Denton Eden Village | 901 N. Loop 288, Denton, TX, 76209

2. **Description of construction activities being performed outside of allowed hours including the hours requested.**
    a. The construction activities proposed to occur outside of the currently permitted work hours include concrete trucks entering and exiting the jobsite, concrete pumps operating to place concrete, and generators running to provide power for the pumps and lighting. We are requesting approval to extend the allowable start time to 3:00 a.m.

3. **State the date range or specific dates when the construction activities are planned to occur.**
    a. Expected start date: 6/16/26 and end date: 12/11/26

4. **Describe the urgent necessity for the special permit request including what is unique about this project requiring construction work to be conducted outside of the hours stipulated in the Noise Ordinance.**
    a. This request is necessary to allow concrete placement to begin earlier in the morning and avoid pouring during the hottest parts of the day. Due to the size and nature of the concrete scope, completing the pours during cooler hours is important for maintaining production efficiency and supporting proper concrete placement. Without the extended early start time, the work may need to be divided into additional pours, potentially doubling the number of placements required and extending the overall duration of the concrete scope and associated construction activities.

5. **Explain the plans to minimize the noise impact on the surrounding properties.**
    a. To minimize noise impacts on surrounding properties, concrete truck traffic, staging, and queuing will be managed to reduce idling, backup alarms, and unnecessary engine noise near sensitive areas. To the extent feasible, concrete placement activities closest to the most impacted properties will be scheduled

during normally permitted working hours. Additionally, generators, pumps, and lighting equipment will be positioned as far from surrounding properties as practical, and equipment will be directed or shielded where possible to reduce noise transmission. The contractor will also limit unnecessary use of horns, maintain clear communication with drivers, and monitor site operations to ensure noise is minimized throughout the extended work period.

6. **State the proximity of the site to the nearest properties**
    a. The nearest adjacent property is approximately 70 feet from the project property line. Based on the anticipated concrete placement activities, outdoor noise levels at nearby properties are estimated to be approximately 65–75 dBA, depending on the location of the active work, truck routes, pump/generator placement, and whether multiple pieces of equipment are operating at the same time. Interior noise levels are expected to be lower, generally estimated in the range of 45–55 dBA, depending on the construction of the nearby building, window/door conditions, and other site-specific factors. This range is generally comparable to typical indoor office or background conversation levels. Noise-reduction measures will be implemented where feasible, including locating pumps and generators as far from adjacent properties as practical, managing truck routes, and limiting unnecessary idling or staging near nearby properties.

7. **Describe plans to notify and solicit feedback from surrounding property owners**
    a. A notice will be delivered to all homes and businesses within a 200’ radius of the project site with contact information so the community can provide their feedback and ask any questions. The information gathered will be provided prior to the presentation.

8. **Provide an aerial map of the development area**
    a. Please reference the document provided labeled, “Denton Eden Village – 500’ Set Back”.

9. **Provide a construction sequence map depicting the specific constructed work and locations within the site that will be conducted during the requested special permit hours.**
    a. Please reference the document provided labeled, “Denton Eden Village – Concrete Paving and SOG Pours”.

Items Required with Special Permit Request

10. **It is highly recommended that the developer/contractor conduct a community meeting with the surrounding property owners. With this submission, provide the information presented at the meeting and any feedback from the residents.**
    a. A notice will be delivered to all homes and businesses within a 200’ radius of the project site with contact information so the community can provide their feedback and ask any questions. The information gathered will be provided prior to the presentation.

Notice of Early-Morning Concrete Pour Activities

Denton Eden Village | 901 N. Loop 288, Denton, TX 76209

Dear Neighbors,

The following is a notice from JPI Construction informing everyone near the Denton Eden Village project site that concrete-related construction activities will be taking place in the early morning hours. We appreciate your patience as we work to complete these activities outside normal working hours. If you have any questions or concerns, please contact our main office at 972-556-1700 or reach out to our field contact 205-586-9997.

Date Range: May 11, 2026 – December 11, 2026

Typical Daily Start Time: 3:00AM

What to Expect:

- Noise from concrete pumps, generators, truck engines, backup alarms, temporary lighting equipment, and crew communication during active placement. Outdoor noise levels at nearby properties are estimated to be approximately 65–75 dBA, depending on active work locations. Interior noise levels are expected to be lower, generally estimated around 45–55 dBA, depending on nearby activities. This range is generally comparable to typical indoor office or background conversation levels.
- Concrete truck traffic entering, exiting, staging, and queuing during early-morning pour windows.

Noise-Reduction and Site-Control Measures:

- Equipment will be positioned where possible to reduce noise transmission toward adjacent properties.
- Concrete truck traffic, staging, and queuing will be managed to reduce idling, backup alarms, and unnecessary engine noise near sensitive areas.
- The contractor will limit unnecessary horn use, maintain clear communication with drivers, and monitor site operations so noise is minimized throughout the extended work period.

Reason for Early Morning Work:

- Early morning concrete pours help avoid pouring during the hottest parts of the day. Due to the size and nature of the concrete scope, cooler-hour placement supports production efficiency and proper concrete placement. Without the early start, work may need to be split into additional pours, potentially doubling the number of placements and extending the overall concrete duration.

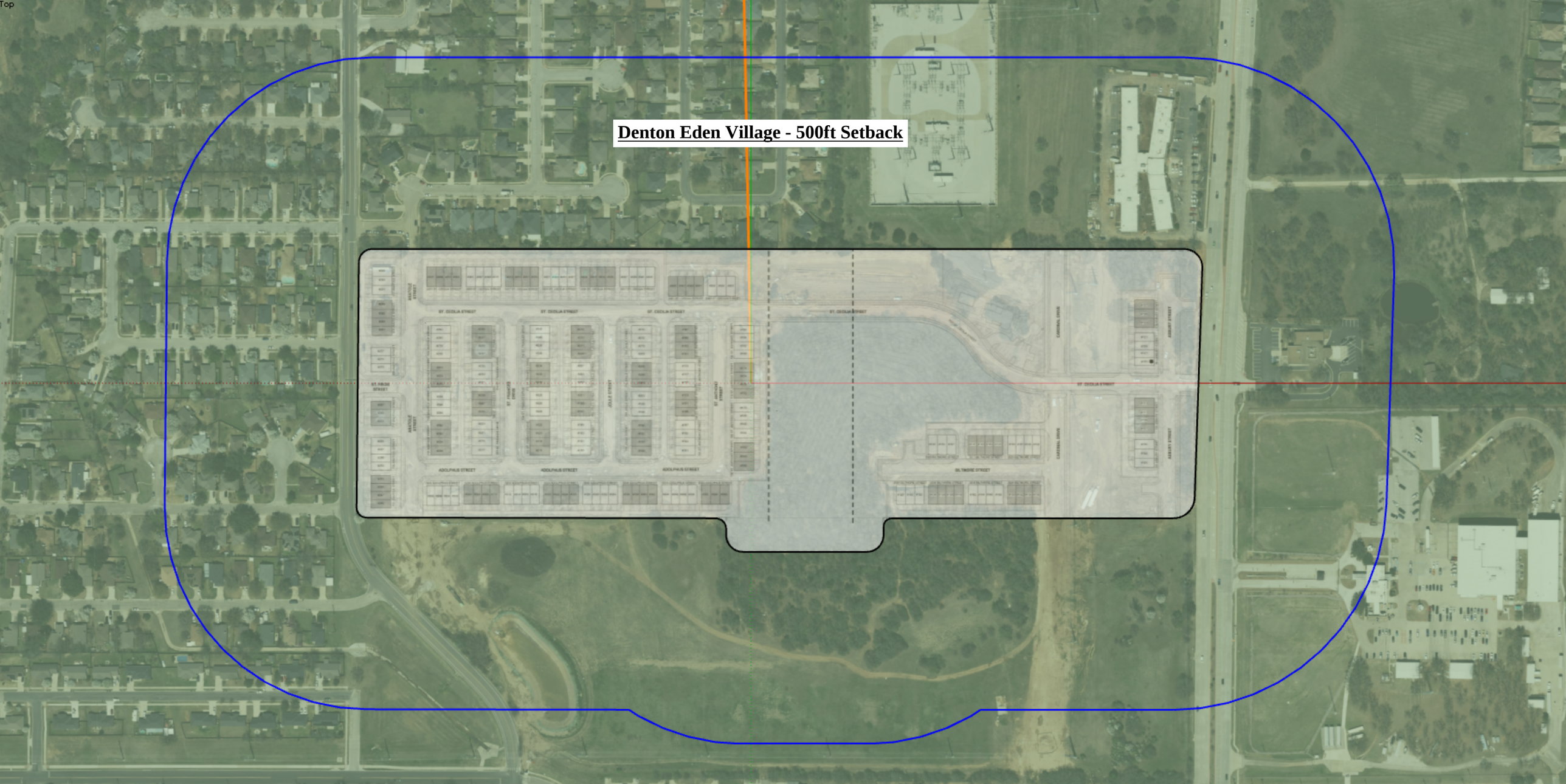
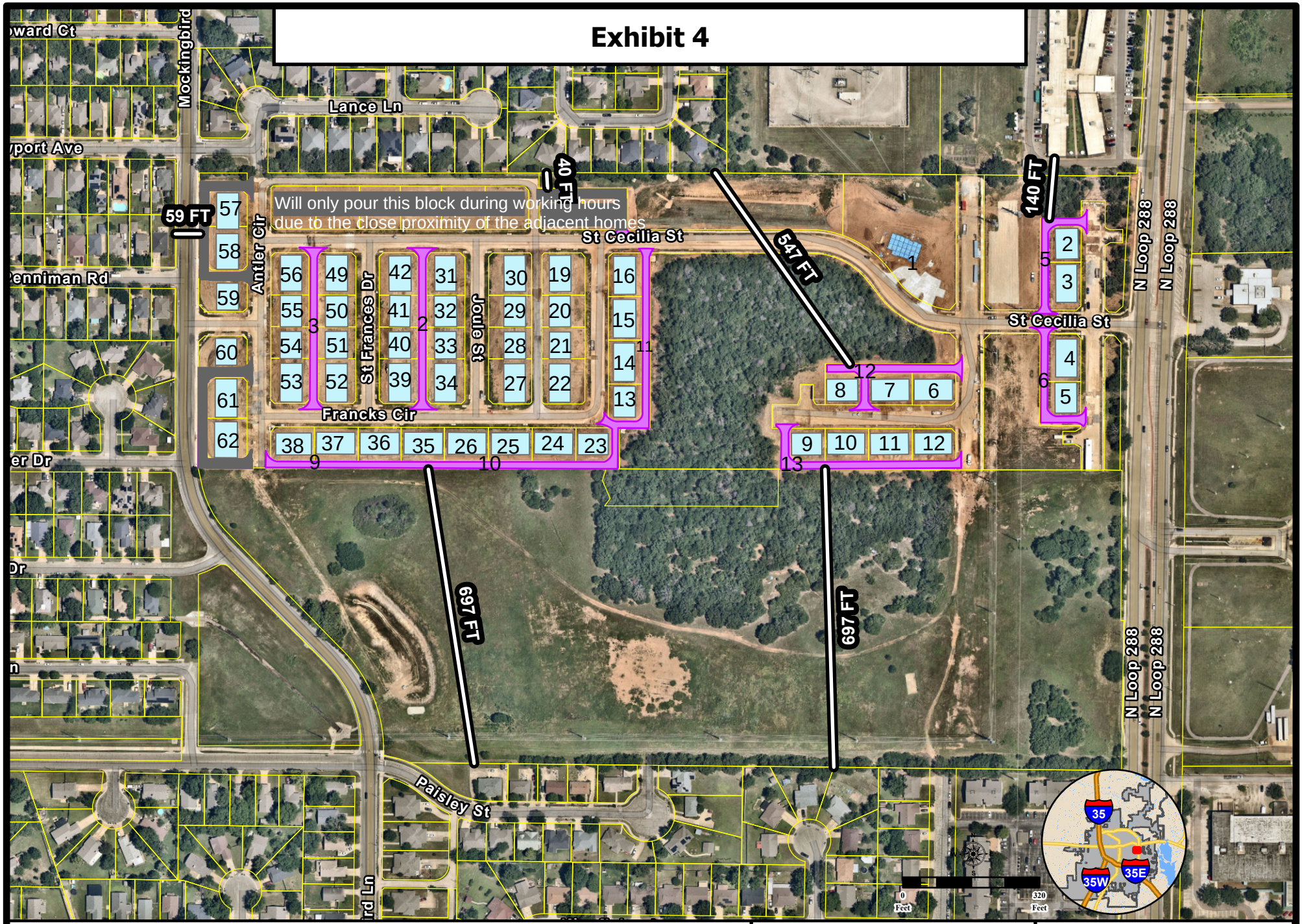

Top
Denton Eden Village - 500ft Setback

Exhibit 4



Legend

Parcels | Foundation | Street | Distance

Spatial Reference: *NAD 1983 StatePlane Texas North Central FIPS 4202 Feet*
Author: *Development Services GIS - 2930105*
Date: *6/3/2026 4:54 PM*
This information is solely for general reference and is not to be relied upon for legal, engineering, or surveying purposes. It does not replace an on-site survey and provides only an approximate location of property boundaries. While every effort has been made to ensure accuracy, no guarantee is implied. The use of this map indicates acknowledgment that the data may not be entirely accurate.

CITY OF DENTON
Inclusion Collaboration Quality Service • Strategic Focus Fiscal Responsibility

Path: S:\Development Services\Administrative\GIS Team_Projects\2026\Building Safety\ID26-0807\ID26-0807.aprx

Denton Eden Village - Concrete Pour Sequence



B1 SITE PLAN - WEST 0 20' 40' 80' 1" = 40'-0"

SITE PLAN LEGEND

- ALTERNATE UNITS
- MIRRORED BUILDINGS
- GARAGE SLAB DROP
- 6" SLAB STEP
- 1'-0" SLAB STEP
- XX XXXXPLEX — BUILDING TYPE
- # - 22R UNITS _ TOWNHOME TYPES IN BUILDING
- # - 32R UNITS
- T — TRANSFORMER
- (#) — PARKING COUNT
- FIRE HYDRANT

GENERAL NOTES

A. SEE SHEET A110 FOR PROJECT TOWNHOME TYPE MATRIX

KEY PLAN

PROJECT NORTH

SEAL

LORD AECK SARGENT

© 2025 Lord Aeck Sargent Planning & Design, Inc. LordAeckSargent.com

REVISION:

SHEET TITLE: WEST SITE PLAN

SCALE (UNO):

JOB NAME: JPI Eden Village

LOCATION: Denton, TX

ISSUE DATE: 04/09/2025

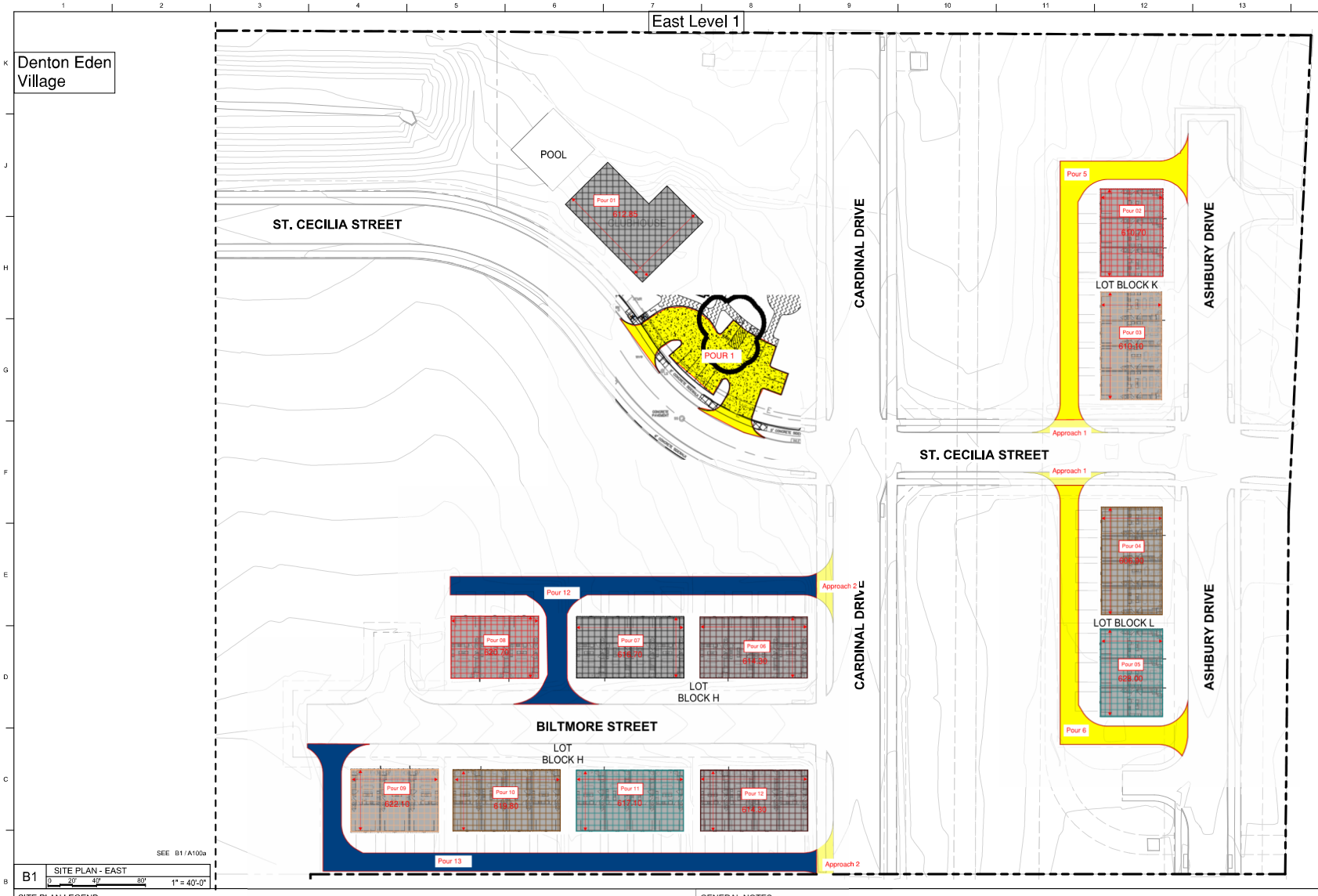
JOB NO.: 12569-00

DWG. NO.: A100a

NOT FOR CONSTRUCTION

Autodesk Docs://12569-00 JPI Eden Village/12569_JPI_EdenVillage_Central_ARCH_V24.rvt
4/11/2025 10:08:54 AM

Denton Eden Village - Concrete Pour Sequence



SITE PLAN LEGEND

- ALTERNATE UNITS
- MIRRORED BUILDINGS
- GARAGE SLAB DROP
- 6" SLAB STEP
- 1'-0" SLAB STEP
- XX XXXXPLEX — BUILDING TYPE
- # - 22R UNITS — TOWNHOME TYPES IN BUILDING
- # - 32R UNITS
- T — TRANSFORMER
- (#) — PARKING COUNT
- FIRE HYDRANT

GENERAL NOTES

A. SEE SHEET A110 FOR PROJECT TOWNHOME TYPE MATRIX

KEY PLAN

PROJECT NORTH

SEAL

LORD AECK SARGENT

© 2025 Lord Aeck Sargent Planning & Design, Inc.
LordAeckSargent.com

REVISION:

SHEET TITLE: EAST SITE PLAN

SCALE (U.N.O.)

JOB NAME: JPI Eden Village
LOCATION: Denton, TX

ISSUE DATE: 04/09/2025

JOB NO.: 12569-00

DWG. NO.: A100b

NOT FOR CONSTRUCTION

Autodesk Docs://12569-00 JPI Eden Village/12569_JPI_EdenVillage_Central_ARCH_V24.rvt
4/11/2025 10:08:56 AM

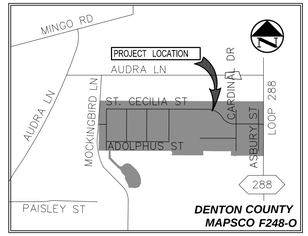
City of Denton
Development Assistance Team
Approved 10/21/2025

SITE PLAN NOTES:

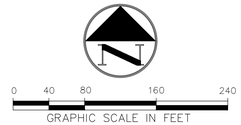
1. ALL MECHANICAL EQUIPMENT WILL BE LOCATED IN THE BACK OR SIDES OF EACH UNIT
2. RESIDENTIAL TRASH ENCLOSURES SHALL BE STORED WITHIN THE GARAGES AND PULLED OUT TRASH PICK-UP DAYS.
3. PLEASE NOTE THAT APPROVAL OF THIS SITE PLAN AND CORRESPONDING PRELIMINARY PLAT IS CONTINGENT UPON EITHER A SUBSEQUENT OR CONTEMPORANEOUS APPROVAL OF AN ALTERNATIVE ENVIRONMENTALLY SENSITIVE AREA (AESA) PLAN THAT IS CONSISTENT WITH THE ENVIRONMENTALLY SENSITIVE AREAS AND MITIGATION MEASURES IDENTIFIED ON THE PRELIMINARY PLAT. SUCH APPROVAL OF AN AESA MUST BE OBTAINED BEFORE AN APPLICATION FOR THE FINAL PLAT IS FILED WITH THE CITY. THE FINAL PLAT MUST SUBSTANTIALLY CONFORM TO THE PRELIMINARY PLAT AND MEET ALL NECESSARY REQUIREMENTS, OR A NEW PRELIMINARY PLAT MUST BE FILED. DENIAL OF THE AESA PLAN WILL RESULT IN THE NEED TO FILE A NEW PRELIMINARY PLAT THAT CONFORMS WITH THE TECHNICAL REQUIREMENTS OF THE CITY OF DENTON.
4. STREET PARKING SHALL BE PROHIBITED IN THESE AREAS VIA PRIVATE REGULATORY CONTROLS OR DESIGN TREATMENTS.

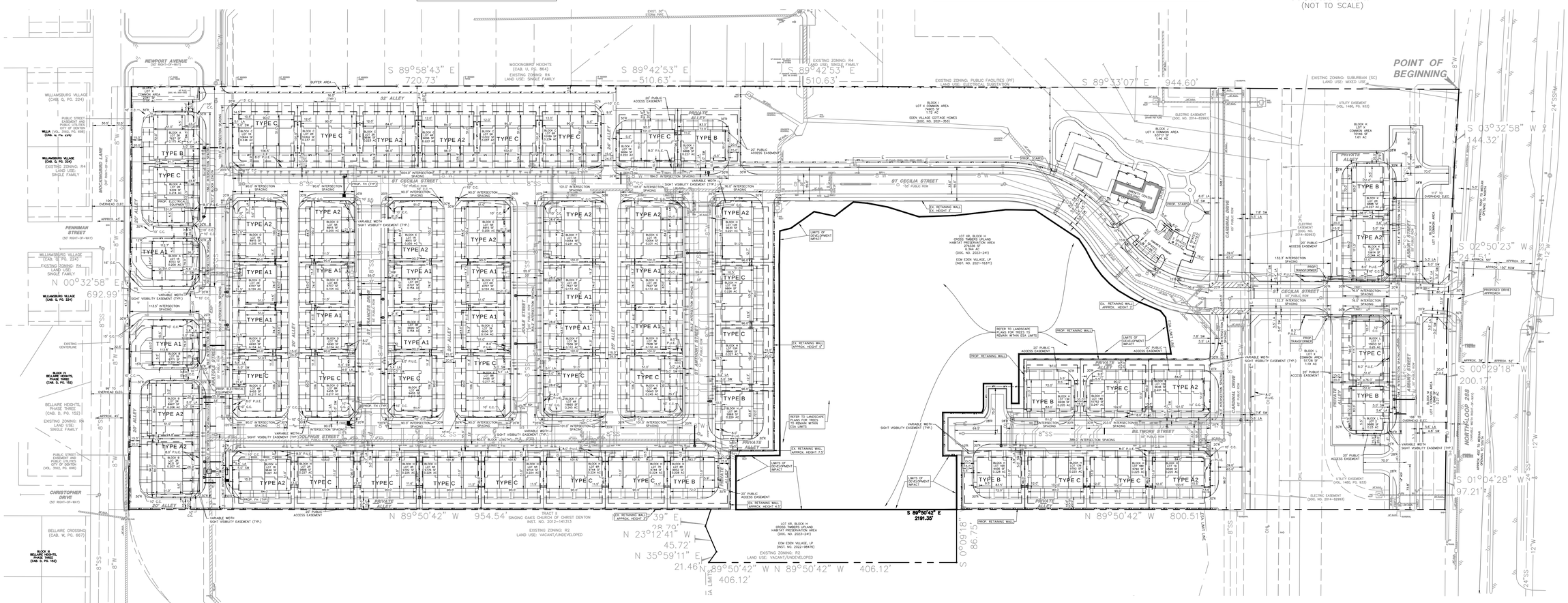
NOTE: ALLEYS IN PUBLIC ACCESS EASEMENTS WILL BE CONSTRUCTED TO CITY STANDARDS AND PRIVATELY MAINTAINED.

ITE Land Use Code (LUC)	ITE Land Use	Quantity	Variable	Weekday 24-Hour (Daily) Trips	AM Peak Hour Trips	PM Peak Hour Trips
215	Single Family Housing	222		1641	110	129
			Total Trips->	1641	110	129



VICINITY MAP
(NOT TO SCALE)





BENCH MARK LIST

BM# 1 " (" CUT SET ON A CURB INLET ON THE WEST SIDE OF LOOP 288 ±590' SOUTH OF THE INTERSECTION OF LOOP 288 AND HOLLAND LANE ±20' SOUTH OF A GAS RISER AND ±50' WEST IF THE NOSE OF A MEDIAN IN LOOP 288.
SURFACE NORTHING=7,139,960.78'
SURFACE EASTING=2,399,862.63'
ELEV=605.27'

BM# 2 " (" CUT SET ON A CONCRETE CURB ON THE WEST SIDE OF LOOP 288 ±150' SOUTH OF THE INTERSECTION OF LOOP 288 AND HOLLAND LANE ±15' NORTHEAST OF A COMMUNICATION SIGN AND ±100' SOUTH OF A FIRE HYDRANT.
SURFACE NORTHING=7,132,426.63'
SURFACE EASTING=2,399,883.60'
ELEV=605.78'

BM# 4 " (" CUT SET ON A CONCRETE SUDEWALK ON THE WEST SIDE OF MOCKINGBIRD LANE ±120' SOUTH OF THE INTERSECTION OF MOCKINGBIRD LANE AND PENNIMAN ROAD ±10' EAST OF A TELEPHONE RISER AND ±100' SOUTH OF A SANITARY SEWER MANHOLE.
SURFACE NORTHING=7,132,020.88'
SURFACE EASTING=2,397,628.10'
ELEV=615.09'

LEGEND

TYPE A1	3-PLEX UNIT
TYPE A2	4-PLEX UNIT
TYPE B	3-PLEX UNIT
TYPE C	4-PLEX UNIT
P.U.E.	PUBLIC UTILITY EASEMENT
V.S.E.	VISIBILITY SIGHT EASEMENT
8"SS	SANITARY SEWER LINE
8"W	WATER LINE
	STORM LINE
	OVERHEAD ELECTRIC LINE
	BUILDING SETBACK
*	PROPOSED CURB RAMPS TYPE 1A PER CITY OF DENTON CITY DETAIL P101A
E	UNDERGROUND ELECTRIC LINE
10' C.C. / 5' C.C.	10'x10' R.O.W. CORNER CLIP 5'x5' R.O.W. CORNER CLIP
*	EXISTING BFR PER CEP21-0011
	PROPOSED FIRE HYDRANT
	DEVELOPMENT IMPACT AREA
	PROPERTY LINE
	6'-0" WOOD FENCE (REF LANDSCAPE PLANS)
	6'-0" MASONRY FENCE (REF LANDSCAPE PLANS)
	4'-0" METAL FENCE (REF LANDSCAPE PLANS)
	6'-0" METAL FENCE (REF LANDSCAPE PLANS)
	RIGHT-OF-WAY CENTERLINE

PLAN REVISION
Issued for Construction Approval
Date 10/20/2025
All responsibility for the adequacy of these plans remains with the Engineer who prepared them. In approving these plans, the City must rely upon the adequacy of the work of the design professional. Approval or acceptance by the City does not relieve the Engineer of responsibility for the adequacy of these plans.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JASON J. LEHIGH, P.E. 135544 ON 10/17/2025. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

TBPELS. ENGINEERING FIRM NO. 11756
TBPELS SURVEYING FIRM NO. 10074301

NO.	DATE	REVISION

Westwood
Westwood Professional Services, Inc.
7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231
T:972.235.3031
westwoodps.com

OVERALL SITE PLAN

EDEN VILLAGE COTTAGE HOMES

EDEN VILLAGE BLOCKS A-L, 35.20 AC

M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 927

CITY OF DENTON, DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
JJL	AJ	OCT 2025	1"=80'			C6.01

EDEN VILLAGE COTTAGE HOMES

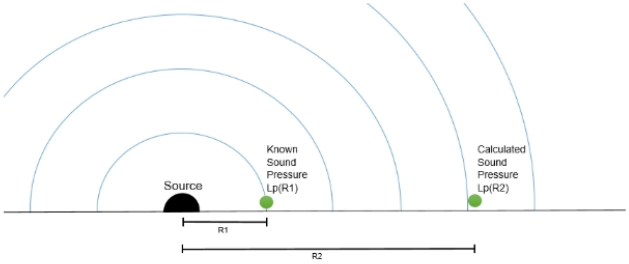
AA/JJL
10/20/2025 2:36 PM
N:\0039146.30\06 CAD\DWG\SITE DESIGN C3D\0039146.30_SITEPLAN.DWG

Sound Attenuation Calculator - Inverse Square Law

The formula to calculate sound attenuation over distance for a **point source** is:

$Lp(R2) = Lp(R1) - 20 \cdot Log_{10}(R2/R1)$

Where:
Lp(R1) = Known sound pressure level at the first location (typically measured data or equipment vendor data)
Lp(R2) = Unknown sound pressure level at the second location Location
R1 = Distance from the noise source to location of known sound pressure level
R2 = Distance from noise source to the second location



Known sound pressure level (dB(A))

95

Select Metric or Imperial Units:

- ○ Metric
- ◉ Imperial

Distance from source for known sound pressure level (R1) (ft)

3

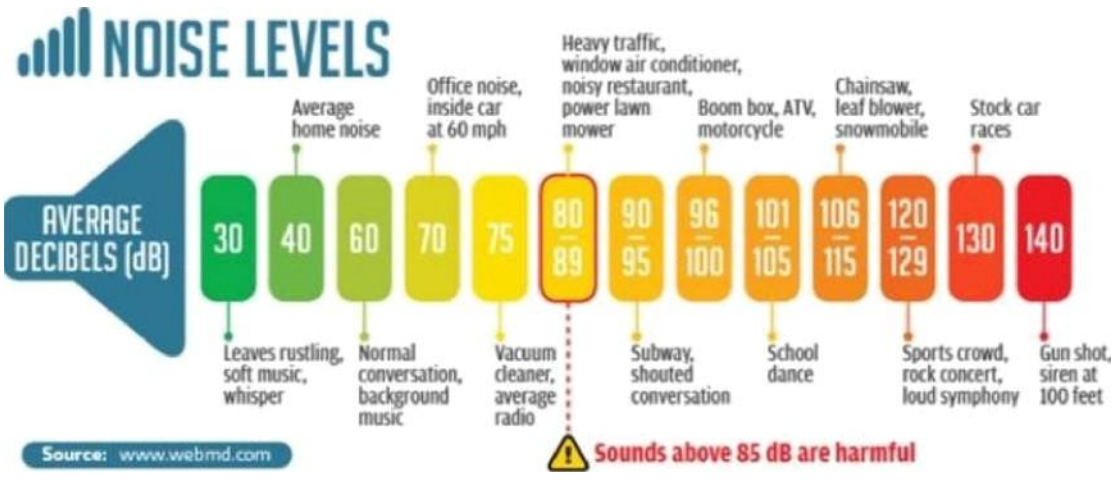
Tested sound pressure levels are commonly given at 1m or 3ft (R1)

Distance from source to position R2 (ft)

40

Attenuated sound pressure level (dB(A))

72.5



ORDINANCE NO. 26-0807

AN ORDINANCE OF THE CITY OF DENTON GRANTING JPI CONSTRUCTION, LLC A NOISE EXCEPTION PURSUANT TO SECTION 17-20(c)(3)(f) OF THE CITY OF DENTON CODE OF ORDINANCES WITH RESPECT TO SOUND LEVELS AND HOURS OF OPERATION FOR APPROXIMATELY 62 CONCRETE ALLEYS, PARKING LOT, AND FOUNDATION POURS UTILIZING CONCRETE PUMPS, GENERATORS, AND LIGHTS RELATED TO THE CONSTRUCTION OF A NEW AMENITY CENTER AND TOWNHOMES LOCATED AT 901 N LOOP 288; GRANTING AN INCREASE IN SOUND LEVELS AND A VARIANCE IN THE HOURS OF OPERATION WHICH MAY BE AFFECTED BY WEATHER, FROM 3:00 A.M. TO 7:00 A.M., WITH SOUND NOT TO EXCEED 75 DECIBELS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 17-20(c)(3)(f) of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels and/or hours of operation when the public interest will be served thereby; and

WHEREAS, JPI Construction, LLC has made an application to the City Council for an exception to the provision of Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation for approximately 62 concrete alleys, parking lot and foundation pours utilizing concrete pumps, generators, and lights related to the construction of a new amenity center and townhomes located at 901 N Loop 288, with such construction activity occurring from June 2026 through December 2026; and

WHEREAS, based upon the application narrative provided by JPI Construction, LLC, the City Council of the City of Denton, finds that granting a noise exception for the described construction activity, subject to the restrictions contained herein, would serve the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, JPI Construction, LLC is hereby granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the construction of the parking lots, and building foundations of a new amenity center and townhomes, at 901 N Loop 288, for the following months (weather permitting): June 2026, July 2026, August 2026, September 2026, October 2026, November and December 2026.

2. JPI Construction, LLC agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.

3. Under no circumstances shall JPI Construction, LLC start construction before 3 a.m. on any day.

4. Under no circumstances shall JPI Construction, LLC use construction equipment that exceeds 75 dba when measured from the perimeter of the source as measured by an approved measuring instrument.

5. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any advance warning, hearing, or compensation, for any reason at all, or for no reason.

6. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17-20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in connection with the construction activity, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the approximately 62 alley, parking lot and foundation pours on or before December 31, 2026, unless sooner repealed, modified, or rescinded.

[Remainder of page intentionally blank, Signature Page follows]

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ACM: Kenneth Hedges

DATE: June 16th, 2026

SUBJECT:
Consider adoption of an ordinance of the City of Denton granting JPI Construction, LLC a noise exception pursuant to section 17-20(c)(3)(f) of the City of Denton Code of Ordinances with respect to sound levels and hours of operation for approximately 23 concrete parking lot, and foundation pours utilizing concrete pumps, generators, and lights related to the construction of a new amenity center and townhomes located at 3005 N Locust St; granting an increase in sound levels and a variance in the hours of operation which may be affected by weather, from 3:00 a.m. to 7:00 a.m., with sound not to exceed 70 decibels; and providing an effective date.

BACKGROUND:
The City of Denton has a regulation on construction times within Section 17-20 of the Code of Ordinances. This chapter limits construction activity to no earlier than 6am (June 1 – Sept 30) and 7am (October 1-May 31) Monday through Friday, 8am on Saturdays, and 1pm on Sundays, but provides City Council the discretion to issue special permits for such work at other hours in case of urgent necessity and in the interest of public safety and convenience.

Jacob VanValen, Project Manager for JPI Construction, LLC has requested an exception to the noise ordinance beginning June 16th, 2026, through October 2026. The request would be to increase the available hours of construction from 3:00am to 7:00am to provide concrete pours for the multi-family project. The site is located between N Locust St. and N Elm St., the closest residential neighborhood is 100 feet to the East, with another neighborhood 135 feet to the Southwest. The request is to allow the subcontractor crews to pour concrete at an earlier time of the day due to the accessibility of concrete, to meet delivery times required by the supplier which will reduce the number of trips to the site, and to meet the specific concrete requirements and prevent injury to the concrete. Additionally, the time it takes concrete to cure after pouring, if not delivered early, would result in twice as many pours over the duration of the project.

The impact on the development would be a significant delay in completion of the project and add additional days of large concrete trucks on site.

There are approximately 23 pours to be conducted during the above hours. Exhibit 4 describes the sequences of the activity. Exhibit 6 shows the level of sound at the nearest single-family to be equivalent to that of normal conversation and office noise. Concrete trucks can spike to a dBA of 95 measured 3 feet from the truck while in operation, however the typical dBA when actively mixing or discharging is only 85. Exhibit 6 demonstrates the noise level at the nearest residence when the concrete truck is operating at its highest peak.

OPTIONS

1. Approve
2. Approve with conditions
3. Deny
4. Postpone the item

RECOMMENDATION:

Staff recommends approval based on the construction activity having a small impact on neighboring residential areas.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Applicant Request
Exhibit 3 - Proximity Map
Exhibit 4 - Paving Sequence
Exhibit 5 - Site Plan
Exhibit 6 - Additional Noise Backup
Exhibit 7 - Ordinance

Respectfully submitted:
Amber Rodgers
Building Official

Items Required with Special Permit Request

A request should be sent to the Deputy Building Official via email requesting a special permit per the City of Denton Noise Ordinance Section 17-20 (c)(3)(f). This request should include the following:

1. **Provide the name of the development and address.**
    a. Denton North Elm | 3005 N Locust St., Denton, TX 76209

2. **Description of construction activities being performed outside of allowed hours including the hours requested.**
    a. The construction activities proposed to occur outside of the currently permitted work hours include concrete trucks entering and exiting the jobsite, concrete pumps operating to place concrete, and generators running to provide power for the pumps and lighting. We are requesting approval to extend the allowable start time to 3:00 a.m.

3. **State the date range or specific dates when the construction activities are planned to occur.**
    a. Expected start date: 6/16/26 and end date: 10/16/26

4. **Describe the urgent necessity for the special permit request including what is unique about this project requiring construction work to be conducted outside of the hours stipulated in the Noise Ordinance.**
    a. This request is necessary to allow concrete placement to begin earlier in the morning and avoid pouring during the hottest parts of the day. Due to the size and nature of the concrete scope, completing the pours during cooler hours is important for maintaining production efficiency and supporting proper concrete placement. Without the extended early start time, the work may need to be divided into additional pours, potentially doubling the number of placements required and extending the overall duration of the concrete scope and associated construction activities.

5. **Explain the plans to minimize the noise impact on the surrounding properties.**
    a. To minimize noise impacts on surrounding properties, concrete truck traffic, staging, and queuing will be managed to reduce idling, backup alarms, and unnecessary engine noise near sensitive areas. To the extent feasible, concrete placement activities closest to the most impacted properties will be scheduled

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6. **State the proximity of the site to the nearest properties**
    a. The nearest adjacent property is approximately 100 feet from the project property line. Based on the anticipated concrete placement activities, outdoor noise levels at nearby properties are estimated to be approximately 60-70 dBA, depending on the location of the active work, truck routes, pump/generator placement, and whether multiple pieces of equipment are operating at the same time. Interior noise levels are expected to be lower, generally estimated in the range of 40-50 dBA, depending on the construction of the nearby building, window/door conditions, and other site-specific factors. This range is generally comparable to a quiet indoor office environment or moderate rainfall. Noise-reduction measures will be implemented where feasible, including locating pumps and generators as far from adjacent properties as practical, managing truck routes, and limiting unnecessary idling or staging near nearby properties.

7. **Describe plans to notify and solicit feedback from surrounding property owners**
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8. **Provide an aerial map of the development area**
    a. Please reference the document provided labeled, “Denton North Elm – 500’ Set Back”.

9. **Provide a construction sequence map depicting the specific constructed work and locations within the site that will be conducted during the requested special permit hours.**
    a. Please reference the document provided labeled, “Denton North Elm – Concrete Paving and SOG Pours”.

Items Required with Special Permit Request

10. **It is highly recommended that the developer/contractor conduct a community meeting with the surrounding property owners. With this submission, provide the information presented at the meeting and any feedback from the residents.**
    a. A notice will be delivered to all homes and businesses within a 200' radius of the project site with contact information so the community can provide their feedback and ask any questions. The information gathered will be provided prior to the presentation.

Notice of Early-Morning Concrete Pour Activities

Denton North Elm | 3005 N Locust St., Denton, TX 76209

Dear Neighbors,

The following is a notice from JPI Construction informing everyone near the Denton Eden Village project site that concrete-related construction activities will be taking place in the early morning hours. We appreciate your patience as we work to complete these activities outside normal working hours. If you have any questions or concerns, please contact our main office at 972-556-1700 or reach out to our field contact 260-715-1698.

Date Range: May 11, 2026 – October 16, 2026

Typical Daily Start Time: 3:00AM

What to Expect:

- Noise from concrete pumps, generators, truck engines, backup alarms, temporary lighting equipment, and crew communication during active placement. Outdoor noise levels at nearby properties are estimated to be approximately 60-70 dBA, depending on active work locations. Interior noise levels are expected to be lower, generally estimated around 40-50 dBA, depending on nearby activities. This range is generally comparable to typical indoor office or moderate rainfall.
- Concrete truck traffic entering, exiting, staging, and queuing during early-morning pour windows.

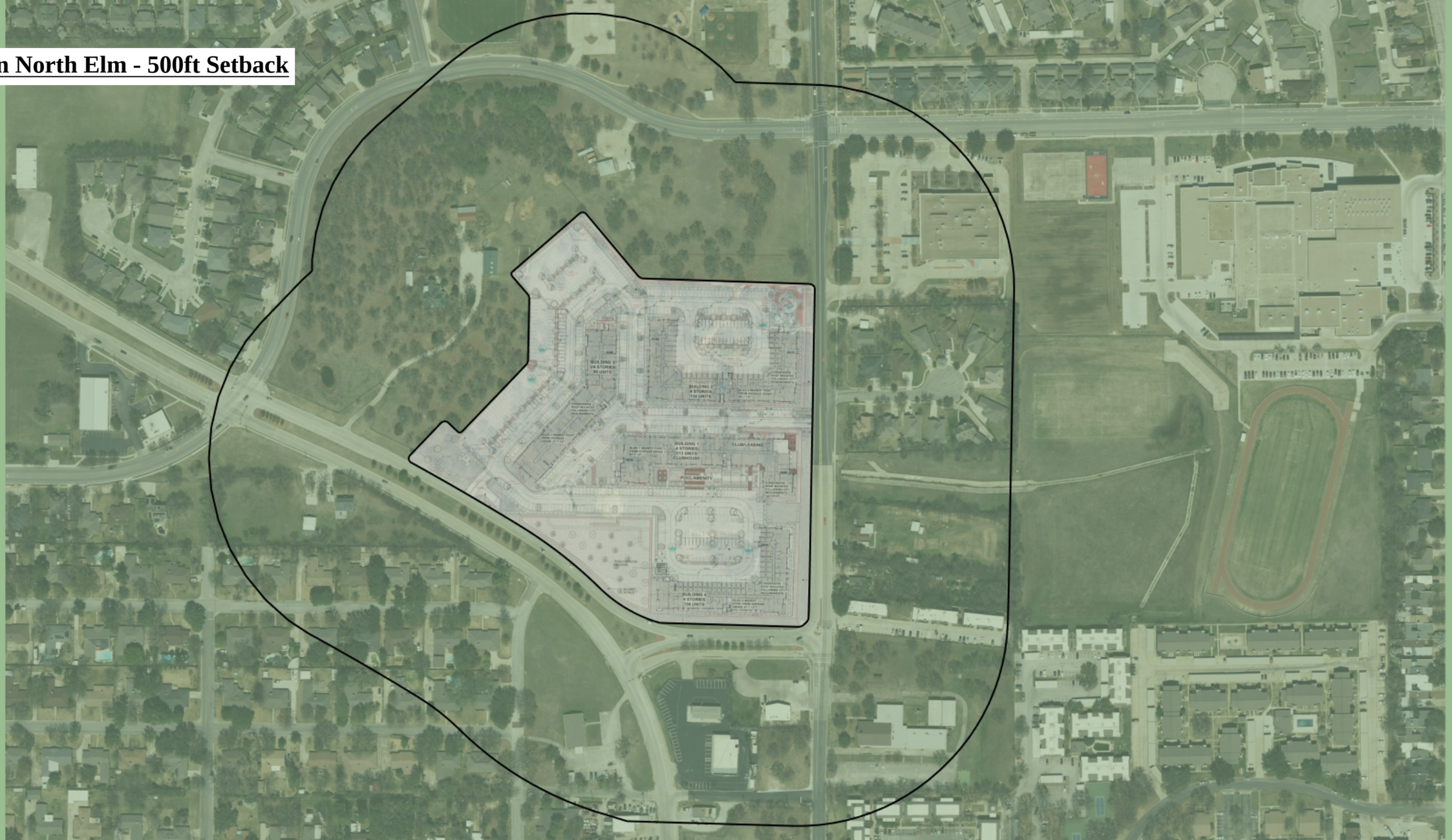
Noise-Reduction and Site-Control Measures:

- Equipment will be positioned where possible to reduce noise transmission toward adjacent properties.
- Concrete truck traffic, staging, and queuing will be managed to reduce idling, backup alarms, and unnecessary engine noise near sensitive areas.
- The contractor will limit unnecessary horn use, maintain clear communication with drivers, and monitor site operations so noise is minimized throughout the extended work period.

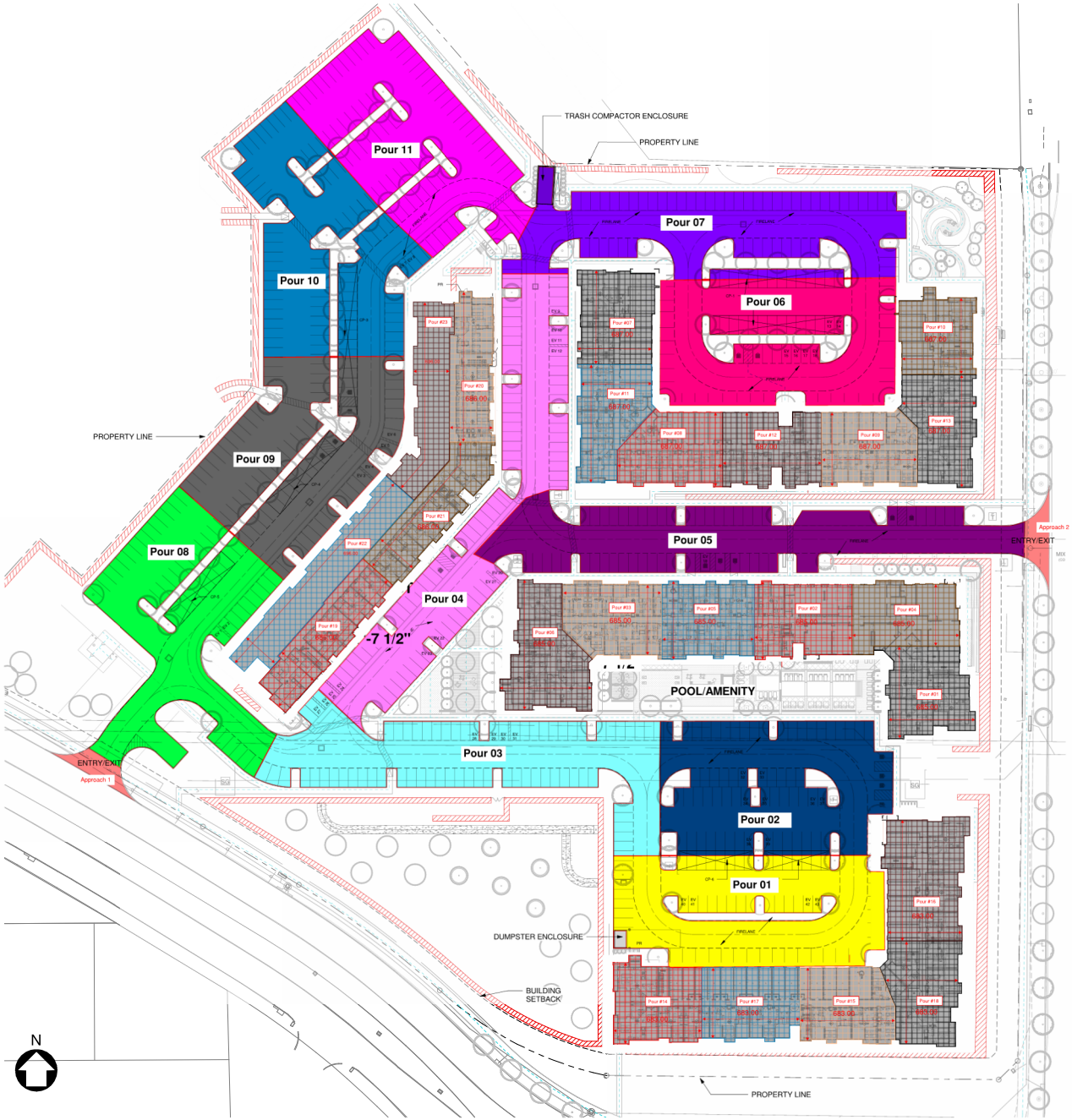
Reason for Early Morning Work:

- Early morning concrete pours help avoid pouring during the hottest parts of the day. Due to the size and nature of the concrete scope, cooler-hour placement supports production efficiency and proper concrete placement. Without the early start, work may need to be split into additional pours, potentially doubling the number of placements and extending the overall concrete duration.

Denton North Elm - 500ft Setback



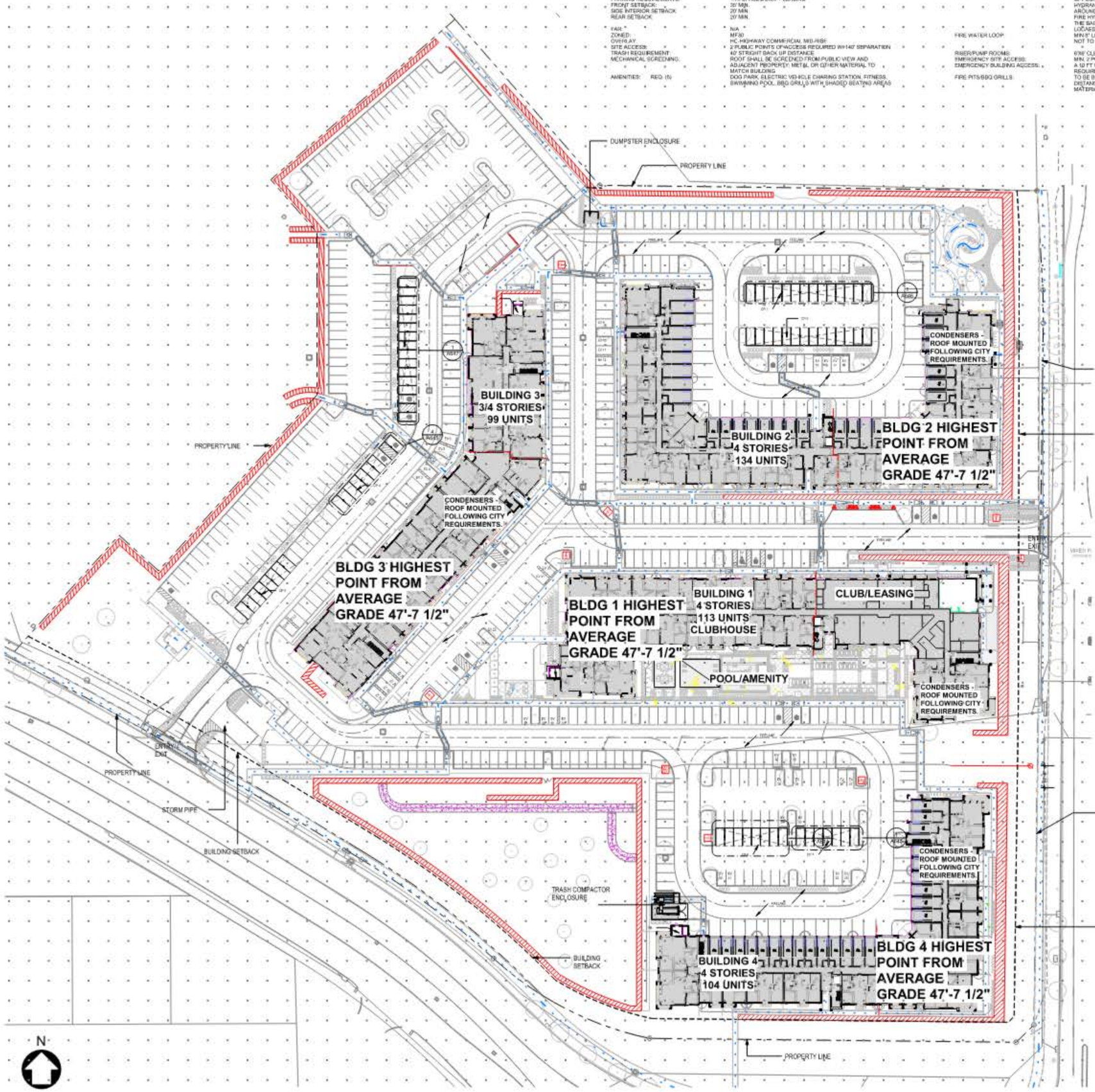
Denton North Elm - Concrete Paving and SOG Pours



1 SITE PLAN
1" = 40'-0"

11-14-2025 2:21:1:08 Autodesk Docs://JPI Denton Elm/DENTON ELM_Arch_Combined_R23.rvt

CITY REQUIREMENTS		FIRE DEPARTMENT REQUIREMENTS	
ALLOWABLE DENSITY:	30 UNITS/ACRE	HOSELAY:	200' MAX
ALLOWABLE HEIGHT:	60' MAX	FIRE LANE WIDTH:	24'(26' ALONG LONG SIDE OF BUILDING FRONTAGES
LOT COVERAGE:	N/A	FIRE LANE RADIUS REQUIREMENT:	30'-(20' IF FIRE LANE IS 30' WIDE)
PARKING REQUIREMENTS:	1.75 SPACES/UNIT + LEASING	FDC REQUIREMENT:	BLDGS > 30' HEIGHT, A REMOTE FDC IS REQUIRED ON
FRONT SETBACK:	20' MIN.		OPPOSITE SIDE OF THE FIRE LANE & WITHIN 100' OF FIRE
SIDE INTERIOR SETBACK:	20' MIN		HYDRANT. A 3' CLEAR SPACE SHALL BE MAINTAINED
REAR SETBACK:	20' MIN		AROUND THE CIRCUMFERENCE OF THE HYDRANTS.
			FIRE HYDRANTS SHALL BE LOCATED BETWEEN 2' - 6' FROM
FAR:	N/A		THE BACK OF THE CURB OR FIRE LANE AND SHALL NOT BE
ZONED:	MF30		LOCATED IN THE 35'-0 WITHIN A TURNING RADIUS.
OVERLAY:	HC- HIGHWAY COMMERCIAL MID-RISE		MIN 8" LOOPED LINE REQUIRED DEAD END FIRE HYDRANTS
SITE ACCESS:	2 PUBLIC POINTS OF ACCESS REQUIRED W/140' SEPARATION	FIRE WATER LOOP:	NOT TO EXCEED 50'
TRASH REQUIREMENT:	40' STRAIGHT BACK UP DISTANCE		
MECHANICAL SCREENING:	ROOF SHALL BE SCREENED FROM PUBLIC VIEW AND	RISER/PUMP ROOMS:	6'X8' CLEAR RISER ROOM. 12'X12' CLEAR FIRE PUMP ROOM
	ADJACENT PROPERTY. METAL OR OTHER MATERIAL TO	EMERGENCY SITE ACCESS:	MIN. 2 POINTS OF ACCESS WITH 140' SEPARATION
	MATCH BUILDING	EMERGENCY BUILDING ACCESS:	A 10' FT WIDE CLEAR AND UNOBSTRUCTED PATHS
AMENITIES: REQ. (5)	DOG PARK, ELECTRIC VEHICLE CHARING STATION, FITNESS,		REQUIRED AROUND THE EXTERIOR OF EACH BUILDING,
	SWIMMING POOL, BBQ GRILLS WITH SHADED SEATING AREAS	FIRE PITS/BBQ GRILLS:	TO BE BUILT OF NON COMBUSTIBLE MATERIALS. 10/15' MIN.
			DISTANCE FROM ANY COMBUSTIBLE
			MATERIALS/STRUCTURE.



1 SITE PLAN - Dependent 1

FIRE DEPARTMENT NOTES_

1. WHERE REQUIRED BY CODE, BUILDINGS ARE TO BE PROVIDED WITH AN AUTOMATIC SPRINKLER SYSTEM.
2. FIRE APPARATUS ACCESS IS REQUIRED TO BE UNOBSTRUCTED, NOT LESS THAN 26'-0" IN WIDTH, 14'-0" CLEAR HEIGHT. NO FIXED OR MOVING GATE SECTION SHALL INTERFERE WITH MINIMUM FIRE-DEPT. ACCESS-WIDTH, TURNING RADII OR OTHERWISE IMPEDE APPARATUS MOVEMENT OR USE OF FIRE HYDRANTS ETC.
3. CENTRAL STATION MONITORING (OR THIRD PARTY MONITORING AS APPROVED BY FIRE DEPARTMENT) OF THE SPRINKLER SYSTEM IS REQUIRED PER FIRE CODE. FIRE DEPARTMENT CONNECTION FOR A BUILDING'S SPRINKLER SYSTEM IS TO COMPLY WITH ALL APPLICABLE CODES.
4. FIRE LANE STRIPING, PLAQUES, AND/ OR SIGNAGE SHALL MEET LOCAL FIRE DEPARTMENT REQUIREMENTS.
5. THE GENERAL CONTRACTOR IS TO COORDINATE FIRE DEPARTMENT CONNECTION (FDC) LOCATION(S) WITH THE AUTHORITY HAVING JURISDICTION AND ARCHITECT.
6. FIRE DEPARTMENT APPROVED SECURED KEY BOX SHALL BE PROVIDED AT THE MAIN GATES AND AREAS WHERE REQUIRED BY THE FIRE DEPARTMENT. THE GENERAL CONTRACTOR IS TO CONFIRM NUMBER AND COORDINATE LOCATIONS WITH LOCAL FIREDEPARTMENT AND ARCHITECT PRIOR TO INSTALLATION

ZONING PLAN LEGEND_

	PROPERTY LINE
	BUILDING SETBACK
	ACCESSIBLE ROUTE
	FIRE TRUCK ACCESS
	1-HOUR FIRE RATED WALL
SW-07	FINISHED GRADING ELEVATION
	BUILDING FOOTPRINT
	RETAINING WALL
	CARPORT
	HANDICAP SYMBOL
T	PROPOSED TRANSFORMER LOCATION
EM	PROPOSED ELECTRICAL METER LOCATION
EV	ELECTRIC VEHICLE
TU	TUCK UNDER GARAGE
CP	CARPORT PARKING
GR	GARAGE PARKING
PR	PUMP ROOM
WH	WATER HYDRANT
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
DM	DOMESTIC WATER CLOSET
F.S.R.R.	FIRE SPRINKLER RISER ROOM

JPI
8301 Cypress Waters Blvd. Ste. 2A
Dallas, TX 75063

REGISTERED ARCHITECT
STATE OF TEXAS
01-06-25

DENTON ELM

2900 N ELM STREET; DENTON, TEXAS 76201

SHEET INFORMATION

ISSUE DATE: 01/06/25

ISSUE FOR: ADDENDUM 0

REVISION LOG		
NO.	DESCRIPTION	DATE
	REVISED PERMIT	06/04/25

ZONING COMPLIANCE

SHEET:

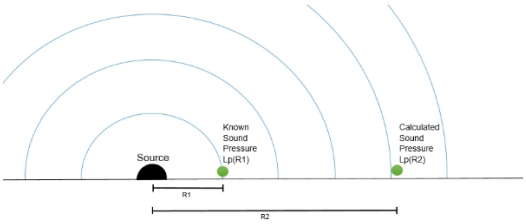
A005

Sound Attenuation Calculator - Inverse Square Law

The formula to calculate sound attenuation over distance for a **point source** is:

$Lp(R2) = Lp(R1) - 20 \cdot Log_{10}(R2/R1)$

Where:
Lp(R1) = Known sound pressure level at the first location (typically measured data or equipment vendor data)
Lp(R2) = Unknown sound pressure level at the second location Location
R1 = Distance from the noise source to location of known sound pressure level
R2 = Distance from noise source to the second location



Known sound pressure level (dB(A))

95

Select Metric or Imperial Units:

- ○ Metric
- ◉ Imperial

Distance from source for known sound pressure level (R1) (ft)

3

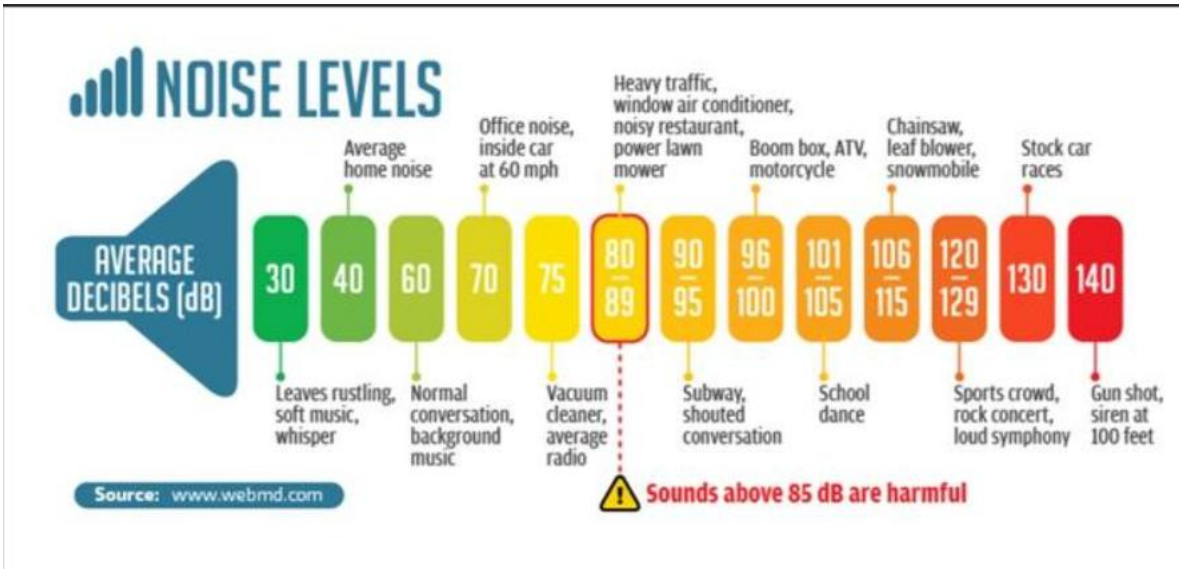
Tested sound pressure levels are commonly given at 1m or 3ft (R1)

Distance from source to position R2 (ft)

100

Attenuated sound pressure level (dB(A))

64.5



ORDINANCE NO. 26-0809

AN ORDINANCE OF THE CITY OF DENTON GRANTING JPI CONSTRUCTION, LLC A NOISE EXCEPTION PURSUANT TO SECTION 17-20(c)(3)(f) OF THE CITY OF DENTON CODE OF ORDINANCES WITH RESPECT TO SOUND LEVELS AND HOURS OF OPERATION FOR APPROXIMATELY 23 CONCRETE PARKING LOT, AND FOUNDATION POURS UTILIZING CONCRETE PUMPS, GENERATORS, AND LIGHTS RELATED TO THE CONSTRUCTION OF A NEW AMENITY CENTER AND TOWNHOMES LOCATED AT 3005 N LOCUST ST; GRANTING AN INCREASE IN SOUND LEVELS AND A VARIANCE IN THE HOURS OF OPERATION WHICH MAY BE AFFECTED BY WEATHER, FROM 3:00 A.M. TO 7:00 A.M., WITH SOUND NOT TO EXCEED 70 DECIBELS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 17-20(c)(3)(f) of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels and/or hours of operation when the public interest will be served thereby; and

WHEREAS, JPI Construction, LLC has made an application to the City Council for an exception to the provision of Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation for approximately 23 concrete parking lot and foundation pours utilizing concrete pumps, generators, and lights related to the construction of a new amenity center and townhomes located at 3005 N Locust St, with such construction activity occurring from June 2026 through October 2026; and

WHEREAS, based upon the application narrative provided by JPI Construction, LLC, the City Council of the City of Denton, finds that granting a noise exception for the described construction activity, subject to the restrictions contained herein, would serve the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, JPI Construction, LLC is hereby granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the construction of the parking lots, and building foundations of a new multi-family development, at 3005 N Locust St, for the following months (weather permitting): June 2026, July 2026, August 2026, September 2026, and October 2026.

2. JPI Construction, LLC agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.

3. Under no circumstances shall JPI Construction, LLC start construction before 3 a.m. on any day.

4. Under no circumstances shall JPI Construction, LLC use construction equipment that exceeds 70 dba when measured from the perimeter of the source as measured by an approved measuring instrument.

5. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any advance warning, hearing, or compensation, for any reason at all, or for no reason.

6. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17-20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in connection with the construction activity, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the approximately 23 parking lot and foundation pours on or before October 31, 2026, unless sooner repealed, modified, or rescinded.

[Remainder of page intentionally blank, Signature Page follows]

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

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

AGENDA INFORMATION SHEET

DEPARTMENT: Human Resources

CM/ DCM/ ACM: Frank Dixon, Assistant City Manager

DATE: **June 16th, 2026**

SUBJECT

Consider approval of a resolution of the City of Denton amending policy no. 505.03 "Social Media" for both personal and official social media accounts; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Pursue Organizational Excellence and Collaborative and Respectful Leadership.

INFORMATION

The City's Code of Ordinances, Section 2-28, "Policies, Procedures, and Directives," establishes the definitions and approval processes for policy documents. The City of Denton maintains two types of policy documents: Policies and Administrative Directives.

- **Policies** must be adopted and approved by the City Council. A "Policy" means a statement of overall philosophy and direction, describing goals to be accomplished and programs to be established. To revise a Policy Statement, the City Council must approve the revision.
- **Administrative Directives** are approved and issued by the City Manager to city employees to establish rules and regulations concerning internal operational matters. Administrative Directives do not require City Council review or approval for enactment or revision.

BACKGROUND/INFORMATION

- Originally adopted 2010
- Last Updated 12/17/2020
- Improved clarity and readability; removed procedural steps from policy, outlined the SOP for comment moderation
- Clear framework established for official social media accounts created or maintained on behalf of the City of Denton and to personal social media use when employees identify themselves as City employees or when such use reasonably impacts City operations, workplace conduct, or public trust.
- Revised the policy to reflect both personal and professional use of social media.
- Roles and Responsibilities and Definitions were added for easy understanding.

RECOMMENDATION
Staff recommends approval of the resolution.

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution
Exhibit 3 – Revised Policy No. 505.03 Social Media
Exhibit 4 – Redlined Policy Draft 505.03 Social Media
Exhibit 5- Comment Moderation SOP

Respectfully submitted:

Megan Gilbreath, Director, Human Resources, 940-349-8357

For information concerning this policy, contact:
Kayla Herrod, Interim Director of Marketing and Communications, 940-349-7463

Legal Point of contact:
Susan Keller, Deputy City Attorney, 940-349-8132

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON AMENDING POLICY NO. 505.03 "SOCIAL MEDIA" FOR BOTH PERSONAL AND OFFICIAL SOCIAL MEDIA ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Policy No. 505.03 “Social Media” was originally adopted 2010; and

WHEREAS, Policy No. 505.03 “Social Media” was last updated 2020; and

WHEREAS, the “Social Media” Policy was originally developed as a set of social media expectations established by the City. As these expectations became embedded within the City’s core values, it became necessary to articulate more comprehensively the underlying standards and principles upheld by the organization in regard to personal and professional use of social media; and

WHEREAS, framework established for official social media accounts created or maintained on behalf of the City of Denton and to personal social media use when employees identify themselves as City employees or when such use reasonably impacts City operations, workplace conduct, or public trust; and

WHEREAS, Policy No. 505.03 “Social Media” establishes guidelines for employees regarding comment moderation, disclaimer information; and

WHEREAS, the City Manager recommends adoption of these revised and newly established policies and the City Council desires to adopt such policies; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The Policy Statement in “Social Media”, which is incorporated in this section, is hereby adopted as an official policy of the City of Denton:

POLICY STATEMENT: This policy promotes responsible and professional use of social media by City of Denton employees and outlines standards for both personal and official social media accounts. It sets expectations for conduct, ensures protection of confidential information, and upholds the City’s commitment to integrity, transparency, and community engagement.

Social media is a valuable tool for communication. Employees’ individual rights are respected and in their private capacity may choose to share their opinions, but as employees are also in a position of public trust, they must also exercise reasonable judgment, as online content may affect the reputation or operations of the City. This policy safeguards the City while supporting open, inclusive, and respectful digital interaction.

SECTION 2. This Resolution adopts and approves the "Policy Statement" portions of Policy No. 505.03 Social Media. The "Administrative Procedures" portion of the Policy on Policies, Administrative Directives, and Procedures is not a policy of the City Council but rather an administrative procedure describing the means and methods by which City management implements the Policy. The City Manager is authorized to amend and issue such administrative procedures and directives as deemed necessary to implement the Policy related to personnel and internal operational matters.

SECTION 3. The attached policy shall be filed in the official records with the City Secretary.

SECTION 4. 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
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villareal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller _____

Digitally signed by Susan Keller
Date: 2026.06.09 16:30:14 -05'00'

CITY OF DENTON

Policy Number and Title:	505.03 Social Media Policy
Section and Chapter:	Marketing and Communication – Social Media
Owner & Contact:	Human Resources and Marketing & Communication- 940-369-8340
Policy or Directive:	Policy
Last Revision Date:	6/19/2026

POLICY PURPOSE STATEMENT

This policy promotes responsible and professional use of social media by City of Denton employees and outlines standards for both personal and official social media accounts. It sets expectations for conduct, ensures protection of confidential information, and upholds the City's commitment to integrity, transparency, and community engagement.

Social media is a valuable tool for communication. Employees' individual rights are respected and in their private capacity may choose to share their opinions, but as employees are also in a position of public trust, they must also exercise reasonable judgment, as online content may affect the reputation or operations of the City. This policy safeguards the City while supporting open, inclusive, and respectful digital interactions.

I. Applicability

This policy applies to official social media accounts created or maintained on behalf of the City of Denton and to personal social media use when employees identify themselves as City employees or when such use reasonably impacts City operations, workplace conduct, or public trust. This policy does not apply to platforms created or managed by Denton City Council Members.

II. Scope

This policy applies to employees' conduct across all social media platforms and online forums, encompassing both widely used and emerging channels, including, but not limited to, Facebook, LinkedIn, X (formerly Twitter), Instagram, Reddit, and YouTube, as well as other online forums and platforms.

III. Personal Use of Social Media

A. If an employee chooses to disclose their affiliation with the City of Denton on their personal social media profiles, (including but not limited to adding as a 'job' to their profile, posting pictures in uniform or with any logo associated with the City of Denton), or within a post from their personal profile, the employee must clearly state on their profile or post that

personal posts do not reflect the City of Denton. Recommended disclaimer: "*The views expressed here are my own and do not represent the views of the City of Denton."*

B. Nothing in this policy is intended to interfere with or restrict employees' rights to engage in legally protected speech or activities under applicable federal or state law, including rights related to workplace discussions, wages, or working conditions.
C. Employees must not share confidential, copyrighted, or sensitive City information including personally identifiable information (PII), HIPAA-protected data, or other confidential City records.
D. Employees should communicate respectfully towards colleagues, officials, residents, and other members of the public, and avoid conduct that could reasonably be perceived as harassment, discrimination, or violations of City policy.
E. Employees may not use social media during work time in a manner that interferes with job duties, operations, or productivity.
F. Employees should report accounts that may violate this policy to Human Resources.

IV. Official Social Media Use

A. Establishing a Platform, Page, or Subgroup
    1. Social Media Liaisons must submit "Social Media Business Case and Request Form" to Marketing and Communications. Approval or denial of a social media platform is at the sole discretion of the Chief Communications Officer or designee. Adherence to the provisions outlined in the "Social Media Business Case and Request Form" is required to both establish and maintain a city-affiliated social media platform, page, or sub-group.
    2. Only authorized City email addresses may be used to create or manage official accounts.
    3. Marketing and Communications is responsible for approval, branding, and strategy. Ensure all content representing the City of Denton aligns with the approved branding, tone of voice, and messaging. Only use official logos and templates provided by the Marketing and Communications department.
B. Content Guidelines
    1. All information shared must be accurate, respectful, and compliant with local, state, and federal regulations.
    2. No confidential or classified information may be shared.
    3. Posts must not contain sensitive data, including personally identifiable information (PII), HIPAA-protected data, or other confidential City records.
    4. All posts made should meet the federal regulations for Title II of the Americans with Disabilities Act (ADA).
C. Acceptable Use
    1. City of Denton social media platforms shall be used to provide City news, services, alerts, and community programs.
    2. Encourage public engagement and civic pride.

3. Use of social media must comply with applicable Federal, State and City ordinances, regulations and policies. This includes adherence to established laws and policies regarding copyright, records retention, Texas Open Records Act, First Amendment, privacy laws, and information security policies established by the City.

D. Comment Moderation and Engagement
   1. City social media platforms are considered limited public forums and will be moderated in a viewpoint – neutral manner consistent with First Amendment protections.
   2. Inappropriate content (e.g., obscenity, threats, spam, discrimination) may be moderated only in accordance with the 'Social Media Comment Moderation' Standard Operating Procedure, maintained by Marketing and Communications, which outlines viewpoint-neutral criteria to ensure compliance with First Amendment protections
   3. Employees who become aware of social media activity that violates this policy should report it to their manager or the Human Resources department.
   4. Employees shall not use personal accounts to represent the City of Denton or respond to public comments or questions regarding official city business. Only approved official City of Denton social media accounts shall respond to comments or questions on City platforms. This also applies to employees who manage City social media accounts. When responding on behalf of the City of Denton, you shall respond from the official account you manage, not your personal profile.
   5. All service requests reported via social media should be referred to 311.

E. Crisis Communications and Media Requests:
   1. In the event of an emergency, the Chief Communications Officer (CCO) or their designee will designate the lead social media platform.
   2. Media inquiries received via social media must be routed to the CCO or their designee.
   3. Unauthorized responses to media inquiries may be subject to corrective action in accordance with City policy.

F. Community Guidelines
   1. The City encourages residents and visitors to share comments, ideas, and concerns on all of its social media platforms and subgroups. To ensure Denton residents feel safe participating in two-way communication on city channels, Marketing and Communications staff reserve the right to moderate comments or posts that violate the following guidelines:
      a. Respect copyright and fair use laws;
      b. No content that is threatening or obscene;
      c. No hate speech. Examples of hate speech include incitement to imminent lawless action, , fighting words, or defamation;

d. No content that promotes or fosters violence or perpetuates discrimination including cyberbullying and harassment;
e. No spam or promotional content including posting the same content multiple times on a channel;
f. No nudity or sexual content;
g. Comments or posts should not advertise products or services, nor promote or oppose any political party, candidate for elected office, or ballot proposition.
h. Direct and personal communication in the course of a trade or business;
i. No misleading or deceptive information.

Legal disclaimer: "The City of Denton is not responsible for the content nor endorses any site which has a link from this page. All content, comments, and replies posted are subject to the Freedom of Information Act and all Texas Open Records laws; the City of Denton reserves the right to remove any messages or postings. This Comment Policy is subject to amendment or modification at any time to ensure that its continued use is consistent with its intended purpose as a limited forum.

2. All City of Denton social media platforms, pages, and subgroups must link to the City of Denton Community Guidelines located on the City of Denton website.
3. To the extent that design parameters of the host site allow, City and department platforms, pages, and subgroups, must conform to the Community Guidelines and the following:
   a. Be identified as a City of Denton official site;
   b. Contain City of Denton contact information;
   c. Contain the City and/or department logo;
   d. Have a link to the appropriate page of the City's website.

V. Cyber Expectations

A. Safeguarding sensitive information and maintaining secure information systems is essential. As representatives of the City, employees must adhere to the guidelines set in Policy 506.02-User Authorization, Identification, and Accountability Policy 506.02.

VI. Roles and Responsibilities

- **Human Resources Business Partners –** Responsible for guiding employees on policy interpretation and for investigating any alleged violations to ensure compliance and accountability.
- **Chief Technology Officer –** Oversees the technological aspects of the policy, ensuring that all platforms and tools comply with City information security requirements.
- **Marketing and Communications –** Responsible for overseeing the organization's branding, content, and overall social media strategy to maintain a consistent and professional public image.

- **Social Media Liaisons –** Responsible for the day-to-day management of departmental social media pages and are responsible for upholding the organization's standards across all digital communications. Social Media Liaisons are also responsible for moderating comments on the social media platforms they manage in accordance with this policy. Social Media Liaisons are also considered employees, as defined below.

VII. Definitions

- **Confidential Information –** Legally protected data such as personal records, legal matters, or internal documents that are not intended to be shared publicly.
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- **Moderation –** The action of Marketing and Communications and social media liaisons to monitor, respond to, address and, if needed, to delete interactive components of the City's social media platforms that violate community guidelines (Exhibit B) to ensure a safe space for residents to engage in two-way communication with staff while still upholding First Amendment rights. A guide on how and when to respond to comments may be found in Exhibit B.
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REFERENCES

- Policy 108.10 - Harassment Prevention/Workplace Abuse
- Policy 109. 01 - Corrective Action
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- Policy 506.02 - User Authorization, Identification, and Accountability Policy
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- Comment Moderation SOP
- Freedom of Information Act
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- Title II, Americans with Disabilities Act

REVISION HISTORY

Revision Date	Policy Owner	Summary
07/14/2010	Human Resources	• Initial Policy Adoption • Policy Statement Adopted by City Council on 7/14/2010
12/17/2020	Human Resources	• General Updates to Admin. Procedures
06/19/2026	Marketing and Communications	• Revised Policy Statement Adopted by City Council on 6/19/2026 • Merging all separate social media policies into one • SOP Created for comment moderation

CITY OF DENTON

Policy Number and Title:	505.03 Social Media Policy
Section and Chapter:	Marketing and Communication – Social Media
Owner & Contact:	Human Resources and Marketing & Communication- 940-369-8340
Policy or Directive:	Policy
Last Revision Date:	6/19/2026

POLICY PURPOSE STATEMENT

This policy promotes responsible and professional use of social media by City of Denton employees and outlines standards for both personal and official social media accounts. It sets expectations for conduct, ensures protection of confidential information, and upholds the City's commitment to integrity, transparency, and community engagement.

Social media is a valuable tool for communication. Employees' individual rights are respected and in their private capacity may choose to share their opinions, but as employees are also in a position of public trust, they must also exercise reasonable judgment, as online content may affect the reputation or operations of the City. This policy safeguards the City while supporting open, inclusive, and respectful digital interactions.

I. Applicability

This policy applies to official social media accounts created or maintained on behalf of the City of Denton and to personal social media use when employees identify themselves as City employees or when such use reasonably impacts City operations, workplace conduct, or public trust. This policy does not apply to platforms created or managed by Denton City Council Members.

II. Scope

This policy applies to employees' conduct across all social media platforms and online forums, encompassing both widely used and emerging channels, including, but not limited to, Facebook, LinkedIn, X (formerly Twitter), Instagram, Reddit, and YouTube, as well as other online forums and platforms.

III. Personal Use of Social Media

A. If an employee chooses to disclose their affiliation with the City of Denton on their personal social media profiles, (including but not limited to adding as a 'job' to their profile, posting pictures in uniform or with any logo associated with the City of Denton), or within a post from their personal profile, the employee must clearly state on their profile or post that

personal posts do not reflect the City of Denton. Recommended disclaimer: "*The views expressed here are my own and do not represent the views of the City of Denton."*

B. Nothing in this policy is intended to interfere with or restrict employees' rights to engage in legally protected speech or activities under applicable federal or state law, including rights related to workplace discussions, wages, or working conditions.
C. Employees must not share confidential, copyrighted, or sensitive City information including personally identifiable information (PII), HIPAA-protected data, or other confidential City records.
D. Employees should communicate respectfully towards colleagues, officials, residents, and other members of the public, and avoid conduct that could reasonably be perceived as harassment, discrimination, or violations of City policy.
E. Employees may not use social media during work time in a manner that interferes with job duties, operations, or productivity.
F. Employees should report accounts that may violate this policy to Human Resources.

IV. Official Social Media Use

A. Establishing a Platform, Page, or Subgroup
    1. Social Media Liaisons must submit "Social Media Business Case and Request Form" to Marketing and Communications. Approval or denial of a social media platform is at the sole discretion of the Chief Communications Officer or designee. Adherence to the provisions outlined in the "Social Media Business Case and Request Form" is required to both establish and maintain a city-affiliated social media platform, page, or sub-group.
    2. Only authorized City email addresses may be used to create or manage official accounts.
    3. Marketing and Communications is responsible for approval, branding, and strategy. Ensure all content representing the City of Denton aligns with the approved branding, tone of voice, and messaging. Only use official logos and templates provided by the Marketing and Communications department.
B. Content Guidelines
    1. All information shared must be accurate, respectful, and compliant with local, state, and federal regulations.
    2. No confidential or classified information may be shared.
    3. Posts must not contain sensitive data, including personally identifiable information (PII), HIPAA-protected data, or other confidential City records.
    4. All posts made should meet the federal regulations for Title II of the Americans with Disabilities Act (ADA).
C. Acceptable Use
    1. City of Denton social media platforms shall be used to provide City news, services, alerts, and community programs.
    2. Encourage public engagement and civic pride.

3. Use of social media must comply with applicable Federal, State and City ordinances, regulations and policies. This includes adherence to established laws and policies regarding copyright, records retention, Texas Open Records Act, First Amendment, privacy laws, and information security policies established by the City.

D. Comment Moderation and Engagement
   1. City social media platforms are considered limited public forums and will be moderated in a viewpoint – neutral manner consistent with First Amendment protections.
   2. Inappropriate content (e.g., obscenity, threats, spam, discrimination) may be moderated only in accordance with the 'Social Media Comment Moderation' Standard Operating Procedure, maintained by Marketing and Communications, which outlines viewpoint-neutral criteria to ensure compliance with First Amendment protections
   3. Employees who become aware of social media activity that violates this policy should report it to their manager or the Human Resources department.
   4. Employees shall not use personal accounts to represent the City of Denton or respond to public comments or questions regarding official city business. Only approved official City of Denton social media accounts shall respond to comments or questions on City platforms. This also applies to employees who manage City social media accounts. When responding on behalf of the City of Denton, you shall respond from the official account you manage, not your personal profile.
   5. All service requests reported via social media should be referred to 311.

E. Crisis Communications and Media Requests:
   1. In the event of an emergency, the Chief Communications Officer (CCO) or their designee will designate the lead social media platform.
   2. Media inquiries received via social media must be routed to the CCO or their designee.
   3. Unauthorized responses to media inquiries may be subject to corrective action in accordance with City policy.

F. Community Guidelines
   1. The City encourages residents and visitors to share comments, ideas, and concerns on all of its social media platforms and subgroups. To ensure Denton residents feel safe participating in two-way communication on city channels, Marketing and Communications staff reserve the right to moderate comments or posts that violate the following guidelines:
      a. Respect copyright and fair use laws;
      b. No content that is threatening or obscene;
      c. No hate speech. Examples of hate speech include incitement to imminent lawless action, , fighting words, or defamation;

d. No content that promotes or fosters violence or perpetuates discrimination including cyberbullying and harassment;
e. No spam or promotional content including posting the same content multiple times on a channel;
f. No nudity or sexual content;
g. Comments or posts should not advertise products or services, nor promote or oppose any political party, candidate for elected office, or ballot proposition.
h. Direct and personal communication in the course of a trade or business;
i. No misleading or deceptive information.

Legal disclaimer: "The City of Denton is not responsible for the content nor endorses any site which has a link from this page. All content, comments, and replies posted are subject to the Freedom of Information Act and all Texas Open Records laws; the City of Denton reserves the right to remove any messages or postings. This Comment Policy is subject to amendment or modification at any time to ensure that its continued use is consistent with its intended purpose as a limited forum.

2. All City of Denton social media platforms, pages, and subgroups must link to the City of Denton Community Guidelines located on the City of Denton website.
3. To the extent that design parameters of the host site allow, City and department platforms, pages, and subgroups, must conform to the Community Guidelines and the following:
   a. Be identified as a City of Denton official site;
   b. Contain City of Denton contact information;
   c. Contain the City and/or department logo;
   d. Have a link to the appropriate page of the City's website.

V. Cyber Expectations

A. Safeguarding sensitive information and maintaining secure information systems is essential. As representatives of the City, employees must adhere to the guidelines set in Policy 506.02-User Authorization, Identification, and Accountability Policy 506.02.

VI. Roles and Responsibilities

- **Human Resources Business Partners –** Responsible for guiding employees on policy interpretation and for investigating any alleged violations to ensure compliance and accountability.
- **Chief Technology Officer –** Oversees the technological aspects of the policy, ensuring that all platforms and tools comply with City information security requirements.
- **Marketing and Communications –** Responsible for overseeing the organization's branding, content, and overall social media strategy to maintain a consistent and professional public image.

- **Social Media Liaisons –** Responsible for the day-to-day management of departmental social media pages and are responsible for upholding the organization's standards across all digital communications. Social Media Liaisons are also responsible for moderating comments on the social media platforms they manage in accordance with this policy. Social Media Liaisons are also considered employees, as defined below.

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CITY OF DENTON		**SOP ID #**	
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		Revision #	N/A
		Implementation Date	MM/DD/YYYY
		Last Reviewed/Update Date	MM/DD/YYYY

Social Media Comment Moderation
Standard Operating Procedure

PURPOSE AND SCOPE

The City invites residents and visitors to share their comments, ideas, and concerns across all social media platforms. However, it is not always clear when and how to respond to these comments. Please use the following standard operating procedure as a resource to determine if and how to respond to comments on official city or departmental social media platforms.

PRE-REQUISITES

This standard operating procedure pertains to social media liaisons. Social Media Liaisons are City of Denton employees who administer a social media platform on behalf of the city. To be considered an approved platform, the department must have an approved Business Case Request Form with the Marketing and Communications Department and must be in good standing with the City's Social Media policy.

ROLES AND RESPONSIBILITIES

- Social Media Liaison: Responsible for the day-to-day management of departmental social media pages and are responsible for upholding the organization's standards across all digital communications. Social Media Liaisons are also responsible for moderating comments on the social media platforms they manage in accordance with this policy. Social Media Liaisons are also considered employees, as defined below.
- Subject Matter Expert: The individual whose job responsibilities or functional oversight make them the organizational authority on a given topic, and they must be consulted to ensure all social-media responses are accurate, appropriate, and aligned with official guidance.
- Director: The individual who oversees an entire department (or departments).
- Executive Leadership: The individual who provides executive oversight to specific groupings of directors and their respective departments. This can include, but is not limited to, the City Manager, Deputy City Manager, Assistant City Managers, and Chief Communications Officer.

PROCEDURE

Stage 1 Identify Sentiment: The social media liaison should identify the sentiment or intent of the comment.

- Positive comments: Express agreement, appreciation, encouragement, or admiration toward the post or its content.

- Supportive or affirming tone
- Uses encouraging language ("great," "helpful," "thank you")
- Often includes gratitude or congratulations

- Inquisitive (not rhetorical) comments: Genuine questions seeking clarification, more details, or additional information
  - Direct questions (who, what, where, when, why, how)
  - Neutral, curious tone
  - Seeks facts or sources rather than challenging intent
- Neutral comments: Factual or observational statements without strong sentiment; acknowledges the post without praise or criticism.
  - Straightforward, informational
  - Minimal emotional language
  - Often brief or matter-of-fact
- Off Topic comments: Unrelated to the subject of the original post; introduces different topics or self-promotion.
  - No clear connection to the post
  - Promotional or personal tangents
  - May divert discussion away from the thread's purpose
- Critical comments: Points out issues, gaps, or concerns; ideally constructive and respectful, aimed at improvement.
  - Focused on content, process, or outcomes (not people)
  - Offers reasoning or suggestions
  - Professional tone; avoids personal attacks
- Negative comments: Expresses disapproval or dislike without constructive suggestions; may be dismissive or hostile in tone but not necessarily violating guidelines.
  - Strongly critical sentiment
  - Little to no solution focus
  - May use sarcasm-lite or derisive language (without slurs/threats)
- Sarcasm, satire, GIF comments: Uses irony, exaggeration, humor, or visual memes/GIFs to mock or make a point
  - Ironic or mocking tone
  - Exaggeration, emojis, GIFs, memes
  - Meaning often depends on context and community norms
- Abusive, attacking, foul, violation of community guidelines as noted in Section IV F of the City's social media policy.: Personal attacks, offensive language, slurs, threats, or content violating community guidelines (e.g., harassment, hate speech, targeted insults).
  - Targets individuals or groups

- Uses profanity, slurs, demeaning or threatening language
- Violates platform or organizational policy; may warrant removal/reporting

- Quick Classification
  - Focus on intent & tone: Is the comment seeking information, offering feedback, or attacking?
  - Look for solution orientation: Critical vs. negative often hinges on whether suggestions are offered.
  - Check relevance: If it doesn't relate to the post, it's off topic even if positive.
  - Policy triggers: Slurs, threats, harassment, or targeted insults classify as abusive or violation.
- If the social media liaison is unsure, please reach out to Marketing and Communications for guidance on how to categorize the comment.

Stage 2 Response Approval: The social media liaison should draft a comment response and gather appropriate approvals from subject matter experts.

- If the question relates to another department:
  - The social media liaison should collaborate with the subject matter expert (SME) in that department to draft an accurate response.
- If the question relates to the liaison's own department:
  - The liaison should consult SMEs within their own department for assistance in preparing the response.
- For sensitive comments or questions:
  - The response may need approval from the department director or executive leadership.
  - If the liaison is unsure whether approval is required, they should consult Marketing and Communications.
- Marketing and Communications awareness:
  - In both cases, if the comment or question is sensitive, the liaison should also inform Marketing and Communications for awareness purposes.

Stage 3 Respond: Post response.

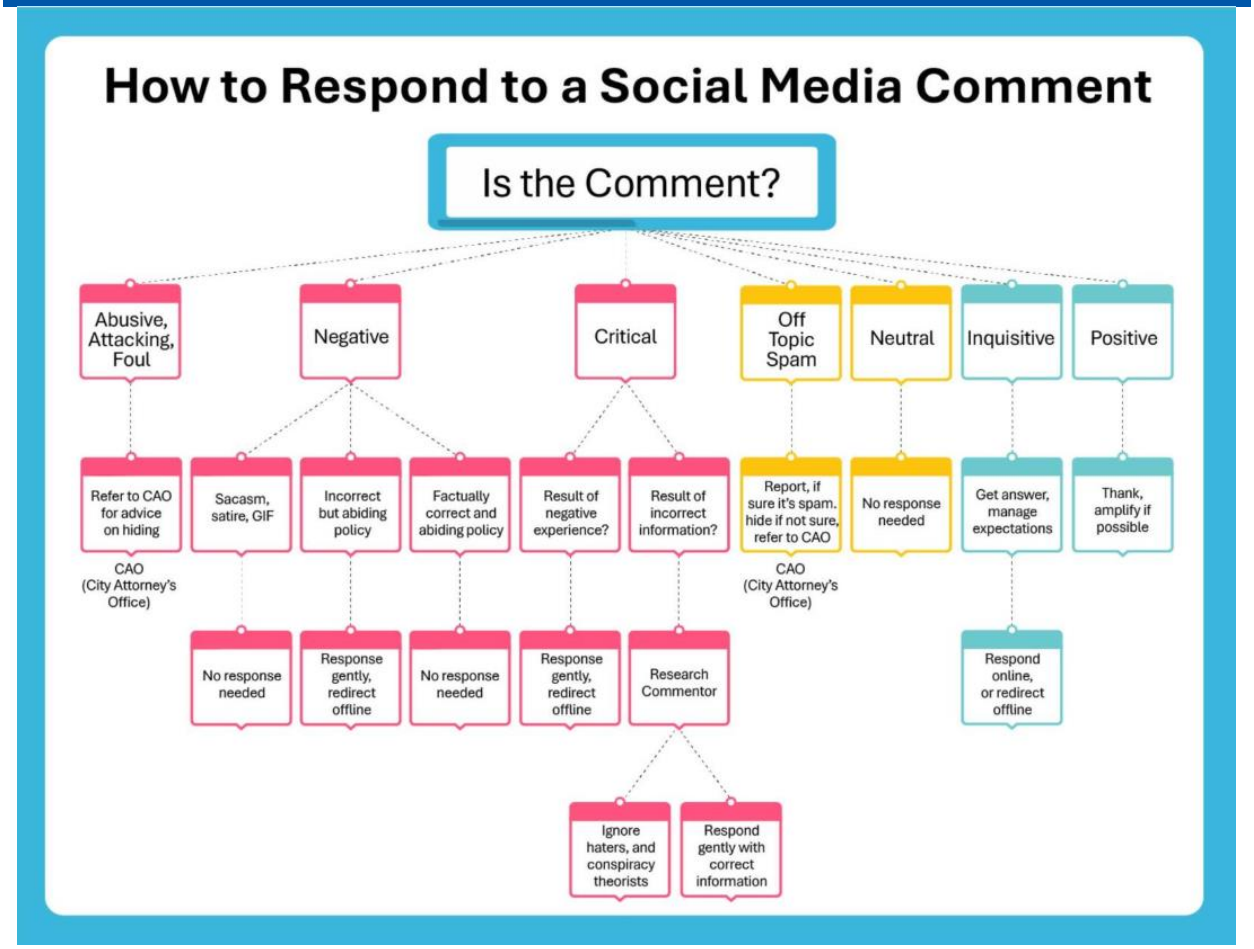
- Following the approvals process, the social media liaison may post their response to the comment.

RELATED DOCUMENTS

- City of Denton Community : www.cityofdenton.com/communityguidelines
- 505.03 Social Media Policy

CITY OF DENTON		**SOP ID #**	
		SOP Owner	Director, Manager, or Supervisor Title
		Revision #	N/A
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		Last Reviewed/Update Date	MM/DD/YYYY

PROCESS VISUALIZATION



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

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 extension between the City of Denton and FX5 Utility Construction LLC through November 18, 2027, for Underground Electric Installation for Denton Municipal Electric; and declaring an effective date (RFP 7633 – extending a contract with FX5 Utility Construction LLC, to November 18, 2027). The Public Utilities Board recommends approval (5 - 0).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

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

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

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

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

On June 8, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

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

PRINCIPAL PLACE OF BUSINESS

FX5 Utility Construction LLC
Decatur, TX

ESTIMATED SCHEDULE OF PROJECT

This contract expires on November 18, 2027.

FISCAL INFORMATION

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

EXHIBITS

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

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

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

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

ORDINANCE NO. 21-889

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

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

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

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

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

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

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

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

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

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

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

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

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: _____

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

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

Docusign City Council Transmittal Coversheet

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

DS

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

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

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

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

SCOPE OF SERVICES

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

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

CONTRACTOR FX5 Utility Construction, LLC.

DocuSigned by:
BY: Billy Ryan
AUTHORIZED SIGNATURE

Date: 4/30/2021

Printed Name: Billy Ryan

Title: President

940-390-0326
PHONE NUMBER

b.ryan@fx5utility.com
EMAIL ADDRESS

2021-725184
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

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

DocuSigned by:
Antonio Puente
SIGNATURE

Antonio Puente
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

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

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:
By: Rosa Rios

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

DocuSigned by:
By: Marcella Lunn

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EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Total Contract Amount

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

Contract Term

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

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

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EXHIBIT C

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

ARTICLE 1 GENERAL PROVISIONS

GENERAL DEFINITIONS

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

a) THE CONTRACT DOCUMENTS

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

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

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

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

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

b) THE CONTRACT

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

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

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

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

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

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

c) THE WORK

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

d) THE PROJECT

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

e) THE DRAWINGS

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

f) THE SPECIFICATIONS

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

g) THE PROJECT MANUAL

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

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

h) ALTERNATE

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

i) BASE BID

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

j) HAZARDOUS SUBSTANCE

The term Hazardous Substance is defined to include the following:

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

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

(3) radon;

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

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

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

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

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

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

k) OTHER DEFINITIONS

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

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

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

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

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

1.2 EXECUTION, CORRELATION AND INTENT

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

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

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

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

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

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

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

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

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

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

(2) the Building Construction Services Agreement;

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

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

(5) the General Conditions for Building Construction;

(6) 0the Specifications and Drawings.

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

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

1.4 CAPITALIZATION

Terms capitalized in these General Conditions include those which are:

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

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

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

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

ARTICLE 2 - THE OWNER

2.1 DEFINITION OF OWNER

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

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

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

2.5 NOTICE TO PROCEED

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

ARTICLE 3 - THE CONTRACTOR

3.1 DEFINITION OF CONTRACTOR

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

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

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

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

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

3.4 LABOR AND MATERIALS

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

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

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

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

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

3.5 WARRANTY

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

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

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

3.6 TAXES

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

3.7 PERMITS, FEES AND NOTICES

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

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

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

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

3.8 ALLOWANCES

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

(b) Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

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

3.9 SUPERINTENDENT

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

3.10 PRIME CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

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

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

(ii) the latest start date;

(iii) the latest finish date;

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

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

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

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

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

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

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

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

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

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

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

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

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

3.11 DOCUMENTS AND SAMPLES AT THE PROJECT SITE

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

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

3.13 USE OF THE PROJECT SITE

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

3.14 CUTTING AND PATCHING

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

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

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

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

3.15 CLEANING UP

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

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

3.16 ACCESS TO WORK

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

3.17 TESTS AND INSPECTIONS

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

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

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

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

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

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

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

3.18 ROYALTIES AND PATENTS

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

3.19 INDEMNIFICATION

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

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

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

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

ARTICLE 4 - CONTRACT ADMINISTRATION

4.1 THE DESIGN PROFESSIONAL (ARCHITECT/ENGINEER)

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

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

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

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

4.2 ARCHITECT/ENGINEER'S RESPONSIBILITIES DURING CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 CLAIMS AND DISPUTES

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

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

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

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

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

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

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

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

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

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

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

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

(3) failure of payment by the Owner;

(4) termination of the Contract by the Owner;

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

(6) other reasonable grounds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - SUBCONTRACTORS

5.1 DEFINITIONS OF SUBCONTRACTOR

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

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

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

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

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

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

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

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

5.3 SUBCONTRACTUAL RELATIONS

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

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

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

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

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

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

(i) the Report has not been properly completed;

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

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

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

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

ARTICLE 6 - CONSTRUCTION BY THE OWNER/ SEPARATE CONTRACTORS

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

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

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

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

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

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

6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

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

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

6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 - AMENDMENTS

7.1 CHANGE ORDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2 SUPPLEMENTAL AGREEMENTS

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

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

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

7.4 TIME REQUIRED TO PROCESS AMENDMENTS

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

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

ARTICLE 8 - CONTRACT TIME

8.1 DEFINITIONS

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

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

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

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

8.2 PROGRESS AND COMPLETION

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

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

8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

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

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

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

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

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

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ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

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

9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

9.4 CERTIFICATES FOR PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

(1) defective or nonconforming Work not remedied;

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

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

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

(5) damage to the Owner or another contractor;

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

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

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

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

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

9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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9.7 SUBSTANTIAL COMPLETION

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

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

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

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

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

9.8 PARTIAL OCCUPANCY OR USE

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

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

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

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

9.9 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 10 SAFETY, SECURITY AND UTILITY PROVISIONS; ENVIRONMENTAL

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COMPLIANCE

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

10.3 EMERGENCIES

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

10.4 PUBLIC CONVENIENCE AND SAFETY

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

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

10.5 BARRICADES, LIGHTS AND WATCHMEN

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

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

10.6 PUBLIC UTILITIES AND OTHER PROPERTIES TO BE CHANGED

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

10.7 TEMPORARY STORM SEWER AND DRAIN CONNECTIONS

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

10.8 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE OWNER;

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ELECTRICITY FOR THE PROJECT

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

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

10.9 USE OF FIRE HYDRANTS

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

10.10 ENVIRONMENTAL COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 INSURANCE AND BONDS

11.1 PRIME CONTRACTOR'S INSURANCE

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

11.2 PROPERTY INSURANCE

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

11.3 'UMBRELLA' LIABILITY INSURANCE

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

11.4 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

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

11.5 PERFORMANCE AND PAYMENT BONDS

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

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

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

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

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

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

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

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

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

ARTICLE 12 DEFECTIVE AND NONCONFORMING WORK

12.1 UNCOVERING OF WORK

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

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

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

12.2 CORRECTION OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 COMPLETION OF THE CONTRACT; TERMINATION; TEMPORARY SUSPENSION

13.1 FINAL COMPLETION OF CONTRACT

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

13.2 WARRANTY FULFILLMENT

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

13.3 TERMINATION BY THE OWNER FOR CAUSE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.4 TEMPORARY SUSPENSION OF THE WORK

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

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

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

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

(4) other unforeseen conditions or circumstances.

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

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

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

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

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

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW; COMPLIANCE WITH LAWS AND REGULATIONS

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

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

14.2 SUCCESSORS AND ASSIGNS

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

14.3 WRITTEN NOTICE

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

14.4 RIGHTS AND REMEDIES; NO WAIVER OF RIGHTS BY OWNER

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

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

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

14.5 INTEREST

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

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

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

14.7 VENUE

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

14.8 INDEPENDENT CONTRACTOR

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

14.9 NONDISCRIMINATION

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

14.10 GIFTS TO PUBLIC SERVANTS

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

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

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

ARTICLE 15 RIGHT TO AUDIT CONTRACTOR'S RECORDS

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

ARTICLE 16 NOTICE OF CONTRACT CLAIM

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

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

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

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

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EXHIBIT D
PAYMENT AND PERFORMANCE BOND REQUIREMENTS

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

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

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

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

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EXHIBIT E
INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

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

STANDARD PROVISIONS:

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

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

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

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

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

- Liability policies shall be endorsed to provide the following:

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

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

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

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

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

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

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

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

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

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

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

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

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

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

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

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

[X] **Automobile Liability Insurance:**

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

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

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

[X] **Workers' Compensation Insurance**

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

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

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

[ ] **Fire Damage Legal Liability Insurance**

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

[ ] **Professional Liability Insurance**

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

[ ] **Builders' Risk Insurance**

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

[ ] **Environmental Liability Insurance**

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

[ ] **Riggers Insurance**

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

[ ] **Commercial Crime**

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

[ ] **Additional Insurance**

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

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ATTACHMENT 1

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

A. Definitions:

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

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

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

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any overage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

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

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

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. obtain from each other person with whom it contracts, and provide to the contractor:

   a. a certificate of coverage, prior to the other person beginning work on the project; and

   b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

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

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

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

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

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

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Exhibit F
Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

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EXHIBIT G

CONTRACTORS PROPOSAL

Bid Lines

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

129 Arresters

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

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

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

133 Manholes and Vaults

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

159 Foundations

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

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

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

163 Equipment

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT H

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

FX5 UTILITY CONSTRUCTION, LLC

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

5

Signature of vendor doing business with the governmental entity

3/12/2021

Date

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Docusign City Council Transmittal Coversheet

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

DS
LH

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

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

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

SCOPE OF SERVICES

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

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

CONTRACTOR FX5 Utility Construction, LLC.

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

Date: 4/30/2021

Printed Name: Billy Ryan

Title: President

940-390-0326
PHONE NUMBER

b.ryan@fx5utility.com
EMAIL ADDRESS

2021-725184
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

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

DocuSigned by:
Antonio Puente
E3760944C2BE4B5...
SIGNATURE

Antonio Puente
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

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

ATTEST:
ROSA RIOS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

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

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EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Total Contract Amount

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

Contract Term

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

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

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EXHIBIT C

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

ARTICLE 1 GENERAL PROVISIONS

GENERAL DEFINITIONS

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

a) THE CONTRACT DOCUMENTS

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

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

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

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

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

b) THE CONTRACT

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

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

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

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

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

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

c) THE WORK

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

d) THE PROJECT

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

e) THE DRAWINGS

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

f) THE SPECIFICATIONS

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

g) THE PROJECT MANUAL

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

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

h) ALTERNATE

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

i) BASE BID

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

j) HAZARDOUS SUBSTANCE

The term Hazardous Substance is defined to include the following:

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

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

(3) radon;

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

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

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

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

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

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

k) OTHER DEFINITIONS

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

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

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

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

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

1.2 EXECUTION, CORRELATION AND INTENT

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

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

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

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

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

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

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

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

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

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

(2) the Building Construction Services Agreement;

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

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

(5) the General Conditions for Building Construction;

(6) 0the Specifications and Drawings.

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

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

1.4 CAPITALIZATION

Terms capitalized in these General Conditions include those which are:

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

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

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

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

ARTICLE 2 - THE OWNER

2.1 DEFINITION OF OWNER

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

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

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

2.5 NOTICE TO PROCEED

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

ARTICLE 3 - THE CONTRACTOR

3.1 DEFINITION OF CONTRACTOR

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

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

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

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

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

3.4 LABOR AND MATERIALS

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

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

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

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

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

3.5 WARRANTY

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

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

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

3.6 TAXES

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

3.7 PERMITS, FEES AND NOTICES

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

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

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

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

3.8 ALLOWANCES

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

(b) Unless otherwise provided in the Contract Documents:

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

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

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

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

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

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

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

3.9 SUPERINTENDENT

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

3.10 PRIME CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

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

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

(ii) the latest start date;

(iii) the latest finish date;

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

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

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

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

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

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

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

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

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

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

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

(d) If the Work falls behind the approved construction schedule, the Prime Contractor shall take such steps as may be necessary to improve his progress, and the Architect/Engineer and the Owner may require him to increase the number of shifts, overtime operations, days of work, or the amount of construction plant, and to submit for approval revised schedules in the form required above in order to

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demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner.

3.11 DOCUMENTS AND SAMPLES AT THE PROJECT SITE

The Contractor shall maintain at the Project site for the Owner one record copy of the Drawings, Specifications, addenda, and Amendments in good order and marked currently to record changes and selections made during construction, and in addition shall maintain at the Project site approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

(a) Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, materialmen, manufacturer(s), supplier(s), or distributor(s) to illustrate some portion of the Work.

(b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(c) Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

(d) Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect/Engineer is subject to the limitations of Paragraph 4.2.

(e) The Prime Contractor shall review, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner, or of separate contractors. Submittals made by the Prime Contractor which are not required by the Contract Documents may be returned without action.

(f) The Prime Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect/Engineer. Work requiring this submittal and review shall be in accordance with approved submittals and any identified exceptions noted by the Architect/Engineer.

(g) By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Prime Contractor represents that the Prime Contractor has determined and verified materials, field measurements, and related field construction criteria, or will do so, and has checked and coordinated the information contained within submittals with the requirements of the Work and of the Contract Documents. The Prime Contractor's attention

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is directed to Paragraph 3.2 of these General Conditions and the requirements stated in that Paragraph.

(h) The Prime Contractor shall not be relieved of responsibility for deviations, substitutions, changes, additions, deletions or omissions from requirements of the Contract Documents by the Architect/Engineer's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Prime Contractor has specifically informed the Architect/Engineer in writing of such substitutions, changes, additions, deletions, omissions, or deviations involved in the submittal at the time of submittal and the Architect/Engineer, subject to a formal Change Order signed by the Owner, Architect/Engineer and Prime Contractor, has given written approval to the specific substitutions, changes, additions, deletions, omissions, or deviations. The Prime Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect/Engineer's approval thereof. Further, notwithstanding any approval of a submittal by the Architect/Engineer, the Prime Contractor shall be responsible for all associated Project costs, including costs of coordination's, modifications, or impacts, direct or indirect, resulting from any and all substitutions, changes, additions, deletions, omissions, or deviations, whether or not specifically identified by the Prime Contractor to the Architect/Engineer at the time of the above-mentioned submittals, including additional consulting fees, if any, in any and all accommodations associated with such substitutions, changes, additions, deletions, omissions, or deviations to the requirements of the Contract Documents.

(i) The Prime Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to additional revisions other than those requested by the Architect/Engineer on previous submittals. In the absence of such written notice, the Architect/Engineer's approval of a resubmission shall not apply to the additional revisions not requested.

(j) Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents.

(k) When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Architect/Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF THE PROJECT SITE

The Prime Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment.

3.14 CUTTING AND PATCHING

(a) The Prime Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

(b) The Prime Contractor shall not damage or endanger a portion of the Work or any fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering the construction, or by excavating. The Prime Contractor

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shall not cut or otherwise alter the construction by the Owner or a separate contractor except with the written consent of the Owner and of the separate contractor; consent shall not be unreasonably withheld. The Prime Contractor shall not unreasonably withhold from the Owner or a separate contractor the Prime Contractor's consent to cutting or otherwise altering the Work.

(c) A "Hot Work Permit" must be obtained from the City of Denton's Facilities Management Department, 869 S. Woodrow Lane, Denton, Texas (940 349-7200) for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Torch Applied Roofing and Welding.

3.15 CLEANING UP

(a) The Prime Contractor shall keep the Project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Upon the completion of the Work the Prime Contractor shall remove from and about the Project site all waste materials, and rubbish, and all of the Prime Contractor's tools, construction equipment, machinery, and surplus materials.

(b) If the Prime Contractor fails to clean up as provided in the Contract Documents, the Owner may, at Owner's option, clean up the Project site, and the Owner's cost of cleaning up shall be charged to the Contractor.

3.16 ACCESS TO WORK

The Prime Contractor shall provide the Owner and the Architect/Engineer access to the Work in preparation and progress wherever located during the course of construction.

3.17 TESTS AND INSPECTIONS

(a) Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of governmental entities or agencies having jurisdiction over the Work shall be made at appropriate times. Unless otherwise provided, the Prime Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner or with the appropriate governmental entity or agency, and the Prime Contractor shall bear all related costs of tests, inspections, and approvals. The Prime Contractor shall give the Architect/Engineer timely notice of when and where tests and inspections are to be made so the Architect/Engineer may observe such procedures. The Owner shall bear costs of tests, inspections, or approvals which become requirements after bids or proposals are received.

(b) If the Architect/Engineer, the Owner or other public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 3.17(a), the Architect/Engineer will, upon written authorization from the Owner, instruct the Prime Contractor to make arrangements

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for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Prime Contractor shall give timely notice to the Architect/Engineer of when and where tests and inspections are to be made so that the Architect/Engineer may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 3.17(c).

(c) If procedures for testing, inspection, or approval under Subparagraphs 3.17(a) and 3.17(b) reveal deficiencies or nonconformities in the Work, the Prime Contractor shall bear all costs made necessary to correct the deficiencies or nonconformities, including those of repeated procedures and compensation for the Architect/Engineer's services and expenses, if any. The Prime Contractor shall bear the costs of any subsequent testing, inspection, or approval of the corrected Work.

(d) Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Prime Contractor and promptly delivered to the Architect/Engineer.

(e) If the Architect/Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Architect/Engineer will do so promptly and, where practicable, at the normal place of testing or inspection.

(f) Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

3.18 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. CONTRACTOR SHALL COMPLETELY DEFEND, INDEMNIFY AND HOLD OWNER AND ARCHITECT/ENGINEER HARMLESS FROM ANY AND ALL LIABILITIES, SUITS OR CLAIMS FOR INFRINGEMENT OF PATENT RIGHTS, REGARDLESS OF WHETHER OR NOT THE OWNER OR THE ARCHITECT/ENGINEER SPECIFIED A PARTICULAR DESIGN, PROCESS OR PRODUCT IN THE CONTRACT DOCUMENTS THAT MAY BE THE SUBJECT OF A PATENT INFRINGEMENT OR OTHERWISE ACTIVELY INDUCED OR CONTRIBUTED TO THE PATENT INFRINGEMENT. In the event the Prime Contractor has reason to believe that a particular design, process or product specified infringes a patent, the Prime Contractor shall immediately notify the Owner and the Architect/Engineer of same.

3.19 INDEMNIFICATION

(a) THE PRIME CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE ARCHITECT/ENGINEER, HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITIES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF

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DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE PRIME CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE PRIME CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, OR OF THE ARCHITECT/ENGINEER, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF THE CONTRACTOR, THE OWNER, AND THE ARCHITECT/ENGINEER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW, AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER THIRD PERSON OR ENTITY.

(b) In claims against any person or entity indemnified under this Paragraph 3.19 by an employee of the Prime Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.19 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Prime Contractor or any Subcontractor, under workers compensation acts, disability benefit acts or other employee benefit acts.

(c) Indemnification under this Paragraph 3.19 shall include, but is not limited to, liability which could result to or be created for the Owner, its officers, agents, or employees, or the Architect/Engineer pursuant to State or Federal laws or regulations relating to pollution of the environment and State or Federal laws or regulations relating to the occupational safety and health of workers. The Prime Contractor specifically agrees to comply with the above-mentioned laws and regulations in the performance of the Work by the Prime Contractor and that the obligations of the Owner, its officers, agents, and employees, and the Architect/Engineer under the above-mentioned laws and regulations are secondary to those of the Prime Contractor.

ARTICLE 4 - CONTRACT ADMINISTRATION

4.1 THE DESIGN PROFESSIONAL (ARCHITECT/ENGINEER)

(a) The design professional is the person lawfully licensed to practice architecture or engineering or a firm or other business entity lawfully practicing architecture/engineering

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identified as such in the formal Building Construction Services Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect/Engineer" means the Architect/Engineer or the Architect/Engineer's authorized representative. The Owner may, at its option, designate a qualified Owner representative to serve as the Architect/Engineer on the Project instead of an outside firm or person. In such event, the references in these General Conditions that refer to the Architect/Engineer shall apply to the Owner-designated Architect/Engineer representative and the Owner-designated Architect/Engineer representative shall be accorded that same status by the Prime Contractor.

(b) In the event the Architect/Engineer is an outside person or firm and the Architect/Engineer's employment is terminated, the Owner may, at its option, contract with a new outside Architect/Engineer to replace the former, or may designate a qualified Owner representative to serve as the Architect/Engineer. The replacement Architect/Engineer, whether an Owner representative, an independent Architect/Engineer or any other qualified person or entity, shall be regarded as the Architect/Engineer for all purposes under the Contract Documents and shall be accorded that same status by the Prime Contractor. Any dispute in connection with such appointment shall be reviewed and settled by the Owner, whose decision shall be final and binding.

(c) Owner reserves the right to appoint a representative empowered to act for the Owner during the Construction Phase and to supersede the Architect/Engineer's Construction Phase responsibility. Similarly, from time to time the Owner may expand or reduce the Owner's delegation of powers to the Architect/Engineer, with the Owner notifying the Prime Contractor of any such changes. The Architect/Engineer shall not be construed as a third party beneficiary to the Contract and can in no way object to any expansion or reduction of powers as set forth in this Subparagraph (c). In no event, however, shall the Owner have control over charge of, or be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs in connection with the Work since these are solely the Contractor's responsibility. The Owner will not be responsible for the Prime Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner will not have control over or charge of and will not be responsible for acts or omissions of Prime Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2 ARCHITECT/ENGINEER'S RESPONSIBILITIES DURING CONSTRUCTION

(a) The Architect/Engineer will administer the Contract as described in the Contract Documents and in accordance with the terms of the Architect/Engineer's agreement with the Owner, where applicable, subject to the direction and approval of the Owner. If requested by the Prime Contractor, the provisions of the Owner/Architect/Engineer Agreement will be made available to the Prime Contractor.

(b) The Architect/Engineer shall provide, during performance of the Work, adequate and competent periodic on-site construction observation, periodically visiting the Project site

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to the extent necessary to personally familiarize themselves with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Contract Documents. The Architect/Engineer shall not, however, be required to make continuous on-site inspections to check the Work. Field reports of each visit shall be prepared by the Architect/Engineer and submitted to the Owner. The Architect/Engineer shall employ all reasonable measures to safeguard the Owner against defects and nonconformities in the Work. The Architect/Engineer shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the Work. The Architect/Engineer will, however, immediately inform the Owner whenever defects or nonconformities in the Work are observed, or when any observed actions or omissions are undertaken by the Prime Contractor or any Subcontractor which are not in the best interests of the Owner or the Project.

(c) The Architect/Engineer and the Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Prime Contractor's responsibility as provided in Paragraph 4.3. The Architect/Engineer and the Owner will not be responsible for the Prime Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect/Engineer and the Owner will not have control over or charge of and will not be responsible for acts or omissions of the Prime Contractor, Subcontractors, Sub-subcontractors, or their respective agents or employees, or of any other persons performing portions of the Work for which the Prime Contractor is responsible.

(d) Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Prime Contractor shall endeavor to communicate through the Architect/Engineer. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Prime Contractor. Communications by and with separate contractors will be through the Owner. The Prime Contractor shall provide written confirmation of communications made directly with the Owner and provide copies of such confirmation to the Architect/Engineer.

(e) Based on the Architect/Engineer's observations and evaluations of the Prime Contractor's Applications for Payment, the Architect/Engineer will review and certify the amounts due the Prime Contractor and will issue Certificates for Payment in such amounts.

(f) The Architect/Engineer and the Owner will each have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect/Engineer will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 3.17(b) and 3.17(c), whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect/Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Architect/Engineer to the

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Prime Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

(g) The Architect/Engineer will review and approve or take other appropriate action upon the Prime Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect/Engineer's action will be taken with such reasonable promptness as to not delay the Work or the activities of the Owner, Contractor, or separate contractors. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Prime Contractor as required by the Contract Documents. The Architect/Engineer's review of the Prime Contractor's submittals shall not relieve the Prime Contractor of any obligations under Paragraphs 3.3, 3.5, and 3.12. The Architect/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect/Engineer, of any construction means, methods, techniques, sequences, or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(h) The Architect/Engineer will prepare Change Orders and may authorize minor changes in the Work as provided in Paragraph 7.3.

(i) The Architect/Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Prime Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

(j) If the Owner and Architect/Engineer agree, the Architect/Engineer will provide one or more Project representatives to assist in carrying out the Architect/Engineer's responsibilities at the site. The duties, responsibilities, and limitations of authority of such Project representatives shall be as set forth in an exhibit to be incorporated into the Contract Documents.

(k) The Architect/Engineer will interpret and make recommendations to the Owner concerning performance under and requirements of the Contract Documents upon written request of either the Owner or Contractor. The Architect/Engineer's response to such requests will be made with reasonable promptness and within any time limits agreed upon. The Architect/Engineer shall secure the Owner's written approval before issuing instructions, interpretations, or judgments to the Prime Contractor which change the scope of the Work or which modify or change the terms and conditions of any of the Contract Documents.

(l) Interpretations and decisions of the Architect/Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form

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of Drawings. When making such interpretations and decisions, the Architect/Engineer will endeavor to secure faithful performance by the Prime Contractor.

(m) The Architect/Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents; provided that the Architect/Engineer has the prior written approval of the Owner.

4.3 CLAIMS AND DISPUTES

(a) Definition; General Notice of Claim Procedure. As used in these General Conditions, a "Claim" means a demand or assertion by one of the parties to the Contract seeking an adjustment of the terms of the Contract Documents, of the Contract Sum, of the Contract Time, or some other relief in respect to the terms of the Contract Documents. The term also includes all other disputes between the Owner and the Contractor arising out of or relating to the Project or the Contract Documents, including but not limited to claims that work was outside the scope of the Contract Documents. The responsibility to substantiate the Claim and the burden of demonstrating compliance with this provision shall rest with the party making the Claim. Except where otherwise provided in the Contract Documents, a Claim by the Prime Contractor, whether for additional compensation, additional time, or other relief, including but not limited to claims arising from concealed conditions, WITHOUT EXCEPTION, MUST BE MADE BY WRITTEN NOTICE TO THE ARCHITECT/ENGINEER AND TO THE OWNER WITHIN FOURTEEN (14) DAYS IMMEDIATELY AFTER OCCURRENCE OF THE EVENT OR EVENTS GIVING RISE TO THE PARTICULAR CLAIM. Every Claim of the Prime Contractor, whether for additional compensation, additional time, or other relief, including but not limited to claims arising from concealed conditions, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind the Prime Contractor by his signature) of the Prime Contractor, verifying the truth and accuracy of the Claim. THE PRIME CONTRACTOR SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED ANY CLAIM NOT MADE STRICTLY IN ACCORDANCE WITH THE PROCEDURES AND TIME LIMITS SET OUT IN THIS PARAGRAPH.

(b) Referral to the Architect/Engineer. Claims, disputes, and other matters in question between the Prime Contractor and the Owner relating to the progress or execution of the Work or the interpretation of the Contract Documents shall be referred to the Architect/Engineer for recommendation to the Owner, which recommendation the Architect/Engineer will furnish in writing within a reasonable time, provided proper and adequate substantiation has been received. Failure of the Prime Contractor to submit the Claim to the Architect/Engineer for rendering of a recommendation to the Owner shall constitute a waiver of the Claim.

(c) Continuing Contract Performance. Pending final resolution of a claim the Prime Contractor shall proceed diligently with performance of the Work and the Owner shall continue to make payments in accordance with the Contract Documents.

(d) Claims for Concealed or Unknown Conditions. No adjustment in the Contract Sum or Time associated with concealed or unknown conditions will normally be considered or allowed;

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provided, however, that the Contract Sum or Time may be adjusted by the Owner in such circumstances only if:

(1) a concealed subsurface condition is encountered in the course of performance of the Work;
(2) a concealed or unknown condition in an existing structure is at variance with conditions indicated by the Contract Documents; or
(3) an unknown physical condition is encountered below the surface of the ground or in an existing structure which is of an unusual nature and materially different from those ordinarily encountered and generally recognized as inherent in the character of the Work; and
(4) a notice of claim with proper and adequate substantiation is presented pursuant to Subparagraph 4.3(a) of these General Conditions; and
(5) the Owner and the Architect/Engineer determine that:

(i) prior to submitting its bid for the Work, the Contractor used reasonable diligence to fully inspect the portion of the Project site where the condition was discovered; and

(ii) the work caused or required by the concealed or unknown condition at issue can be considered extra work to the extent that additional new Drawings must be prepared and issued and new construction beyond the scope of the Contract Documents is required.

(e) Disclaimer of Warranties as to Reports, Drawings, and Specifications. PROJECT SITE INFORMATION AND REPORTS (INCLUDING BUT NOT LIMITED TO SOILS TESTING REPORTS, GEOTECHNICAL REPORTS, OR ENVIRONMENTAL SITE ASSESSMENTS) PROVIDED BY THE OWNER AND THE ARCHITECT/ENGINEER IN THE PROJECT MANUAL OR BY OTHER MEANS SHALL BE UTILIZED BY THE PRIME CONTRACTOR AT THE PRIME CONTRACTOR'S OWN RISK. THE OWNER AND THE ARCHITECT/ENGINEER DO NOT GUARANTEE OR WARRANT ANY INFORMATION SHOWN IN THE PROJECT SITE INFORMATION AND REPORTS.

(f) Claims for Additional Cost. If the Prime Contractor wishes to make a claim for an increase in the Contract Sum, written notice as provided in this Paragraph 4.3 shall be given before proceeding to execute the Work. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph 10.3. In addition, the Prime Contractor's request for an increase in the Contract Sum for any reason (other than work performed under emergency conditions) shall be made far enough in advance of required work to allow the Owner and the Architect/Engineer a sufficient amount of time, without adversely affecting the construction schedule, to review the request, prepare and distribute such additional documents as may be necessary to obtain suitable estimates or proposals and to negotiate, execute and distribute a Change Order for the required work if the Prime Contractor believes that additional cost is involved for reasons including but not limited to:

(1) a written interpretation from the Architect/Engineer;

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(2) a written order for a minor change in the Work issued by the Architect/Engineer;

(3) failure of payment by the Owner;

(4) termination of the Contract by the Owner;

(5) the Owner's temporary suspension of all or any portion of the Work where the Prime Contractor was not at fault; or

(6) other reasonable grounds.

(g) Injury or Damage to Person or Property. If the Prime Contractor suffers injury or damages to person or property because of an act or omission of the Owner, or of any of the Owner's officers, employees or agents, written, sworn-to notice of any claim for damages or injury shall be given as provided in Subparagraph 4.3(a). The notice shall provide sufficient detail to enable the Architect/Engineer and the Owner to investigate the matter.

(h) Subcontractor Pass-Through Claims. In the event that any Subcontractor of the Prime Contractor asserts a claim to the Prime Contractor, that the Prime Contractor seeks to pass through to the Owner under the Contract Documents, any entitlement of the Prime Contractor to submit and assert the claim against the Owner shall be subject to:

(1) the requirements of Paragraph 4.3 of these General Conditions; and

(2) the following additional three requirements listed below, all three of which additional requirements shall be conditions precedent to the entitlement of the Prime Contractor to seek and assert such claim against the Owner:

(ii) The Prime Contractor shall either (A) have direct legal liability as a matter of contract, common law, or statutory law to the Subcontractor for the claim that the Subcontractor is asserting or (B) the Prime Contractor shall have entered into a written liquidating agreement with the Subcontractor, under which agreement the Prime Contractor has agreed to be legally responsible to the Subcontractor for pursuing the assertion of such claim against the Owner under the Contract and for paying to the Subcontractor any amount that may be recovered, less Prime Contractor's included markup (subject to the limits in the Contract Documents for any markup). The liability or responsibilities shall be identified in writing by the Prime Contractor to the Owner at the time such claim is submitted to Owner, and a copy of any liquidating agreement shall be included by the Prime Contractor in the claim submittal materials.

(ii) The Prime Contractor shall have reviewed the claim of the Subcontractor prior to its submittal to Owner and shall have independently evaluated such claim in good faith to determine the extent to which the claim is believed in good faith to be valid. The Prime Contractor shall also certify, in writing and under oath to the Owner, at the time of the submittal of such claim, that the Prime Contractor has made a review, evaluation, and determination that the claim is made in good faith and is believed by the Contractor to be valid.

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(iii) The Subcontractor making the claim to the Prime Contractor shall certify in writing and under oath that it has compiled, reviewed and evaluated the merits of such claim and that the claim is believed in good faith by the Subcontractor to be valid. A copy of the certification by the Subcontractor shall be included by Prime Contractor in the claim submittal materials made by Contractor to the Owner..

(3) Any failure of the Prime Contractor to comply with any of the foregoing requirements and conditions precedent with regard to any such claim shall constitute a waiver of any entitlement to submit or pursue such claim against Owner.

(4) Receipt and review of a claim by the Owner under this Subparagraph shall not be construed as a waiver of any defenses to the claim available to the Owner under the Contract Documents or by applicable law.

(i) Owner's Right to Order Acceleration and to Deny Claimed and Appropriate Time Extensions, in Whole or in Part. The Prime Contractor acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is of substantial importance to Owner. The following provisions, therefore, will apply:

(1) If the Prime Contractor falls behind the approved construction schedule for whatever reason, the Owner shall have the right, in the Owner's sole discretion, to order the Prime Contractor to develop a recovery schedule as described in Paragraph 3.10 or to accelerate its progress in such a manner as to achieve Substantial Completion on or before the Contract Time completion date or such other date as the Owner may reasonably direct and, upon receipt, the Prime Contractor shall take all action necessary to comply with the order. In such event, any possible right, if any, of the Prime Contractor to additional compensation for any acceleration shall be subject to the terms of this Subparagraph (i).

(2) In the event that the Prime Contractor is otherwise entitled to an extension of Contract Time and has properly initiated a Claim for a time extension in accordance with Subparagraph 4.3(a) above, the Owner shall have the right, in the Owner's sole discretion, to deny all, or any part, of the Claim for extension of Contract Time by giving written notice to the Prime Contractor provided within fourteen (14) days after receipt of the Prime Contractor's Claim. If the Owner denies the Prime Contractor's claim for an extension of Contract Time under this Clause (i)(2), either in whole or in part, the Prime Contractor shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

(3) If the Prime Contractor would have been entitled to a time extension for a reason specifically allowed under the Contract Documents, for an amount of time that would have justified approval by the Owner if not for the need and right to accelerate, the Prime Contractor may initiate a Claim for acceleration costs pursuant to Subparagraph 4.3(a). Any resulting Claim for acceleration costs properly initiated by the Prime Contractor under Subparagraph 4.3(a) above shall

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be limited to those reasonable and documented direct costs of labor, materials, equipment, and supervision solely and directly attributable to the actual acceleration activity necessary to bring the Work back within the then existing approved construction schedule. These direct costs include the premium portion of overtime pay, additional crew, shift, or equipment costs if requested in advance by the Contractor and approved in writing by the Owner. A percentage markup for the prorated cost of premium on the existing performance and payment bonds and required insurance; provided however, not to exceed five (5%) per cent, will be allowed on the claimed acceleration costs. NO OTHER MARKUP FOR PROFIT, OVERHEAD (INCLUDING BUT NOT LIMITED TO HOME OFFICE OVERHEAD) OR ANY OTHER COSTS WILL BE ALLOWED ON ANY ACCELERATION CLAIM. The Owner shall not be liable for any costs related to an acceleration claim other than those described in this Clause (i)(3).

(i) Waiver of Claims; Final Payment. The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

(1) claims, security interests, purported liens, or other attempted encumbrances arising out of the Contract and remaining unsettled;

(2) defective or nonconforming Work appearing after Substantial Completion;

(3) latent defects, as defined in Subparagraph 12.2(d), appearing after Final Completion; or

(4) the terms of general and special warranties required by the Contract Documents or allowed or implied by law.

(k) THE CONTRACTOR SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES AS A PART OF ANY CLAIM MADE UNDER THE CONTRACT DOCUMENTS OR IN ANY SUBSEQUENT LAWSUIT OR ALTERNATIVE DISPUTE RESOLUTION PROCEEDING.

(l) No Waiver of Governmental Immunity. NOTHING IN THE CONTRACT DOCUMENTS SHALL BE CONSTRUED TO WAIVE THE OWNER'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY APPLICABLE STATE LAW.

ARTICLE 5 - SUBCONTRACTORS

5.1 DEFINITIONS OF SUBCONTRACTOR

(a) A Subcontractor is person or entity who has a direct Contract with the Prime Contractor to perform a portion of the Work at the Project site or to supply materials or equipment to the Prime Contractor by purchase or lease for use in performance of or incorporation into the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the

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Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(b) A Sub-subcontractor is a person or entity who has a direct or indirect Contract with a Subcontractor to perform a portion of the Work at the Project site or to supply materials or equipment to the Subcontractor or another Sub-subcontractor by purchase or lease for use in performance of or incorporation into the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

(a) Immediately after the award of the Contract by the Owner, and before the Building Construction Services Agreement is signed by the Prime Contractor and the Owner, the Prime Contractor shall furnish to the Architect/Engineer in writing, for acceptance by the Owner and the Architect/Engineer, a list of the names, addresses, telephone numbers, M/WBE certification numbers (where applicable), and type of work of the Subcontractors (including those who are to furnish materials or equipment fabricated to a special design), proposed for the principal portions of the Work, including furnishings when made a part of the Contract. The Prime Contractor shall immediately notify the Owner in writing of any changes in the list as they occur. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect/Engineer to reply promptly shall constitute notice of no reasonable objection.

(b) The Prime Contractor shall not Contract with a proposed person or entity to whom the Owner or Architect/Engineer has made reasonable and timely objection.

(c) Architect/Engineer's and Owner's approval of or objection to any Subcontractor or of a particular process or material will not relieve the Prime Contractor of his responsibility for performance of Work as called for under the Contract Documents, and shall not provide a basis for any claim for additional time or money on the part of the Prime Contractor. Approval shall not be construed to create any contractual relationship between the Subcontractor and either the Owner or Architect/Engineer. In no event shall the Contract Sum be increased as a result of the rejection of any Subcontractor.

(d) The Prime Contractor shall not change a Subcontractor previously selected if the Owner or Architect/Engineer makes reasonable objection to such change.

5.3 SUBCONTRACTUAL RELATIONS

(a) By appropriate agreement, written where legally required for validity, the Prime Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Prime Contractor by the terms of the Contract Documents (including but not limited to these General Conditions), and to assume toward the Prime

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Contractor all the obligations and responsibilities which the Prime Contractor, by the Contract Documents, assumes toward the Owner and the Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and the Architect/Engineer under the Contract Documents (including but not limited to these General Conditions) with respect to the Work to be performed by the Subcontractor so that subcontracting will not prejudice the rights of the Owner and the Architect/Engineer. Where appropriate, the Prime Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Prime Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor is to be bound. Subcontractors shall similarly make copies of applicable portions of such Documents available to their respective proposed Sub-subcontractors.

(b) The Prime Contractor is solely responsible for making payments properly to the Prime Contractor's Subcontractors on the Project. During performance of the Work, the Prime Contractor shall comply with the following additional rules regarding Subcontractor payments:

(1) The Prime Contractor shall submit, beginning with the Second Application and Certificate for Payment, a Subcontractor Payment Report (the "Report") with each Application and Certificate for Payment. The Report shall show all payments made to date by the Prime Contractor (plus existing retainage) to each Subcontractor involved in the Project. The Report shall be made on a form approved and supplied by the Owner. As an alternative to the Report, the Prime Contractor may furnish Affidavits of Payment Received with the Application and Certificate for Payment, which affidavits shall be executed by each Subcontractor owed money and paid by Subcontractor during the previous progress payment period for work or materials furnished on the Project. RECEIPT BY THE OWNER OF THE REPORT OR AFFIDAVITS OF PAYMENT RECEIVED SHALL BE A CONDITION PRECEDENT TO PAYMENT ON ANY APPLICATION FOR PAYMENT .

(2) If, for any reason, the Prime Contractor is withholding payment to a Subcontractor due to a dispute or other problem with performance, the Prime Contractor shall note the amount withheld and further note that the payment is in dispute. The Owner may, in its sole discretion, require the Prime Contractor to document and verify the dispute or other problem in question.

(3) The Owner reserves the right in its sole discretion, to withhold payment to the Prime Contractor pursuant to Paragraph 9.5(a) of the General Conditions, should it appear from the Report, statements of payment received or other information furnished to the Owner that:

(i) the Report has not been properly completed;

(ii) the Prime Contractor has knowingly provided false information regarding payment of any Subcontractor; or

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(iii) the Prime Contractor has otherwise failed to make payments properly to any Subcontractor.

(4) THE PRIME CONTRACTOR SHALL NOT HAVE ANY RIGHT TO MAKE A CLAIM FOR ADDITIONAL TIME OR ADDITIONAL COMPENSATION AS A RESULT OF THE OWNER'S OR ARCHITECT/ENGINEER'S ENFORCEMENT OF THIS SUBPARAGRAPH 5.3(b). NO PROVISION OF THIS SUBPARAGRAPH OR ANY OF THE CONTRACT DOCUMENTS SHALL BE CONSTRUED TO CREATE A CONTRACTUAL RELATIONSHIP, EXPRESS OR IMPLIED, BETWEEN ANY SUBCONTRACTOR AND EITHER THE OWNER OR THE ARCHITECT/ENGINEER AND SHALL NOT BE CONSTRUED TO MAKE ANY SUBCONTRACTOR OR ANY OTHER PERSON OR ENTITY, A THIRD-PARTY BENEFICIARY OF THE CONTRACT BETWEEN THE OWNER AND THE PRIME CONTRACTOR.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

In the event of a termination of this Contract by the Owner under Article 14, the Prime Contractor shall, if requested in writing by the Owner, within fifteen (15) days after the date notice of termination is sent, deliver and assign to Owner, or any person or entity acting on the Owner's behalf, any or all subcontracts made by Prime Contractor in the performance of the Work, and deliver to the Owner true and correct originals and copies of the subcontract documents. In the event assignment is not requested by the Owner, Prime Contractor shall terminate all subcontracts to the extent that Owner has not directed assignment of same and to the extent that they relate to the performance of Work terminated by the notice of termination.

ARTICLE 6 - CONSTRUCTION BY THE OWNER/ SEPARATE CONTRACTORS

6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

(a) The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project site under Conditions of the Contract identical or substantially similar to these General Conditions, including those portions related to insurance and waiver of subrogation. If the Prime Contractor claims that delay or additional cost is involved because of such action by the Owner, the Prime Contractor shall make a claim as provided elsewhere in, and in accordance with the Contract Documents.

(b) When separate Contracts are awarded for different portions of the Project or other construction or operations on the Project site, the term “Contractor” in the Contract

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Documents in each case shall mean the Contractor who executes each separate Building Construction Services Agreement with the Owner.

(c) The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Prime Contractor, who shall cooperate with them. The Prime Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Prime Contractor shall, with the approval of the Owner, make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Prime Contractor, separate contractors, and the Owner until subsequently revised by mutual agreement or by written Change Order. If the Prime Contractor believes it is entitled to an adjustment of the Contract Sum under the circumstances, the Prime Contractor shall submit a written proposal for a Change Order pursuant to Article 7 of the General Conditions. In the event the Prime Contractor's Change Order proposal is denied by the Owner, the Prime Contractor must submit any Claim pursuant to Paragraph 4.3 of the General Conditions.

(d) Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Prime Contractor under these General Conditions, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

(a) The Prime Contractor shall afford the Owner and separate contractors' reasonable opportunity for access to and storage of their materials and equipment and the performance of their activities and shall coordinate the Prime Contractor's construction and operations with the separate contractors as required by the Contract Documents.

(b) If part of the Prime Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Prime Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer apparent discrepancies or defects in the other construction that would render it unsuitable for proper execution and results. Failure of the Prime Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Prime Contractor's Work, except as to defects not then reasonably discoverable.

(c) The Owner shall not be liable to the prime Contractor for damages suffered by the Prime Contractor due to the fault or negligence of a separate contractor or through failure of a separate contractor to carry out the directions of the Owner or the Architect/Engineer. Should any interference occur between the Prime Contractor and a separate contractor, the Architect/Engineer or the Owner may furnish the Prime Contractor with written instructions designating priority of effort or change in methods, whereupon the Prime Contractor shall immediately comply with such direction. In such event, the Prime Contractor shall be entitled to an extension of the Contract Time only for unavoidable

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delays verified by the Architect/Engineer; no increase in the Contract Sum, however, shall be due to the Prime Contractor.

(d) The Prime Contractor shall promptly remedy damage wrongfully caused by the Prime Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2(e).

(e) Should the Prime Contractor cause damage to the work or property of any separate contractor on the Project, the Prime Contractor shall, upon due notice, settle with the separate contractor by agreement, if the separate contractor will so settle. If the separate contractor sues the Owner or submits a claim on account of any damage alleged to have been so sustained, the Owner shall notify the Prime Contractor who shall defend such proceedings, at the Prime Contractor's sole expense, and if any judgment or award against the Owner arises from the separate contractor's claim, the Prime Contractor shall fully pay or satisfy it and shall reimburse the Owner for any and all attorney's fees and costs which the Owner has incurred.

(f) The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Prime Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the Project Site and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up, but is not obligated to do so, and Owner shall allocate the cost among those parties responsible, as the Architect/Engineer recommends to be just.

ARTICLE 7 - AMENDMENTS

7.1 CHANGE ORDERS

(a) A Change Order is a written order to the Contractor, signed by the Owner and the Architect/Engineer, issued after execution of the Contract, authorizing a change in the Work, an adjustment in the Contract Sum, or an adjustment to the Contract Time, consistent with other applicable provisions of this Contract. The Owner, without invalidating the Contract and without requiring notice of any kind to the sureties, may order changes to the scope of Work under the Contract by additions, deletions, or other revisions, the Contract Sum and Contract Time to be adjusted consistent with other applicable provisions of this Contract. All Change Orders shall be executed on a Change Order form approved by the Owner and the Owner's City Attorney.

(b) In addition to the Owner and the Architect/Engineer, the Contractor shall sign all Change Orders to verify and confirm the terms and conditions established by Change Order; however, should the Contractor refuse to sign a Change Order, this shall not relieve him of his obligation to perform the change directed by the Owner and the Architect/Engineer to the best of his ability in accordance with the provisions of this Article 7. A Change Order

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signed by the Contractor indicates his agreement with all of the changes approved, including the adjustment in the Contract Sum or the Contract Time. EACH CHANGE ORDER SHALL BE SPECIFIC AND FINAL AS TO PRICES AND EXTENSIONS OF TIME, WITH NO RESERVATIONS OR OTHER PROVISIONS ALLOWING FOR FUTURE ADDITIONAL MONEY OR TIME AS A RESULT OF THE PARTICULAR CHANGES IDENTIFIED AND FULLY COMPENSATED IN THE CHANGE ORDER. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work. The Contractor forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order. This release applies to claims related to the cumulative impact of all Change Orders and to any claim related to the effect of a change on other Work.

(c) No extra work (except under emergency conditions) or changes shall be made nor shall any substitutions, changes or additions to or omissions or deviations from the requirements of the Drawings and Specifications be made unless pursuant to a written Change Order signed by the Owner and the Architect/Engineer, it being expressly understood that the Owner shall not be liable for the cost of extra work or any substitution, change, addition, omission or deviation from the requirements of the Drawings or Specifications unless the same shall have been authorized in writing by the Owner and the Architect/Engineer in a written change order or other Amendment. The provisions of this Paragraph 7.1 shall control in the event of any inconsistency between such provisions and the other provisions of this Article 7. See Subparagraph 10.3(a) of the General Conditions for Change Orders under emergency conditions.

(d) The method of determining the cost or credit to the Owner for any change in the Work shall be one of the following:

(1) mutual acceptance of a not-to-exceed lump-sum amount properly itemized and supported by sufficient substantiating data to permit evaluation; or

(2) unit prices stated in the Contract Documents or subsequently agreed upon; or

(3) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

(4) the forceaccount method provided in Subparagraph 7.1(e)

(e) If the parties cannot agree to one of the methods of calculating cost provided in Clauses (d) (1), (d) (2), or (d) (3), or if the parties agree to a method but cannot agree on a final dollar figure; or if the Contractor for whatever reason refuses to sign the Change Order in question;the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of the Work involved shall then be calculated on the basis of the reasonable jobsite expenditures and savings of those performing the Work attributable to the changes, including a reasonable allowance for overhead and profit, such allowance in any case never to exceed fifteen (15%) per cent. In such case, the Contractor shall keep an itemized accounting of the Work involved, on a

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daily basis, in such form and with the appropriate supporting data as the Architect/Engineer and Owner may prescribe. Sworn copies of the itemized accounting shall be delivered to the Architect/Engineer each day during the performance of force account work, with copies to the Owner.

FAILURE OF THE CONTRACTOR TO SUBMIT THE SWORN-TO ITEMIZED ACCOUNTING DAILY AS REQUIRED HEREIN SHALL CONSTITUTE A WAIVER BY THE CONTRACTOR OF ANY RIGHT TO DISPUTE THE OWNER'S DETERMINATION OF THE AMOUNT DUE THE CONTRACTOR FOR FORCE ACCOUNT WORK. Costs to be charged under this Subparagraph for force account work are limited to the following:

(1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance;

(2) costs of materials, supplies and equipment (but not to include off-site storage unless approved in writing by the Owner), whether incorporated or consumed;

(3) rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

(4) costs of premiums for all bonds and insurance related to the Work; and

(5) additional costs of supervision and field office personnel directly attributable to the changed Work. Pending final determination of cost to the Owner, payment of undisputed amounts on force account shall be included on the Architect/Engineer's Certificate of Payment as work is completed.

(f) The amount of credit to be allowed to the Owner for any deletion of Work or any other change which results in a net decrease of the Contract Sum shall be the amount of actual net cost confirmed by the Architect/Engineer plus the stated percentage for overhead and profit. When both additions and deletions or credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease with respect to that change.

7.2 SUPPLEMENTAL AGREEMENTS

A written Supplemental Agreement can also be used to implement changes in the Work instead of a Change Order form, including but not limited to situations involving partial occupancy of the Work under Paragraph 9.8, a change made to the Drawings or the Specifications without an increase in the Contract Sum, or special circumstances where it is necessary or more appropriate for the Owner to use a Supplemental Agreement. Written Supplemental Agreements shall have a status equal to that of Change Orders for purposes of priority of Contract Documents interpretation, except that to the extent of a conflict, later Supplemental Agreements in time control over earlier Supplemental Agreements, and the latest Change Order or Supplemental Agreement in time controls over earlier dated Change Orders and Supplemental Agreements. The rules of Subparagraphs 7.1(b) through (f) shall also apply to the negotiation and execution of Supplemental

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Agreements. **7.3 MINOR CHANGES IN THE WORK**

The Architect/Engineer, after notifying the Owner, shall be authorized to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Minor changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly. These written orders shall not be deemed to change or impact the Contract Sum or the Contract Time. Contractor shall have no Claim for any minor change ordered to the Work under this Paragraph 7.3 unless the Contractor submits its change proposal, prior to complying with the minor change ordered and in no event later than ten (10) working days from the date the minor change was ordered, to the Owner for approval.

7.4 TIME REQUIRED TO PROCESS AMENDMENTS

(a) All of the Contractor's responses to proposal requests shall be accompanied by a complete, itemized breakdown of costs. Responses to proposal requests shall be submitted sufficiently in advance of the required work to allow the Owner and the Architect/Engineer a minimum of thirty (30) calendar days after receipt by the Architect/Engineer to review the itemized breakdown and to prepare or distribute additional documents as may be necessary. All of the Prime Contractor's responses to proposal requests shall include a statement that the cost described in the response represents the complete, total and final cost and additional Contract Time associated with the extra work, change, addition to, omission, deviation, substitution, or other grounds for seeking extra compensation under the Contract Documents, without reservation or further recourse.

(b) All Amendments require approval by either the City Council or, where authorized by the State law and City ordinance, by the City Manager pursuant to Administrative Action. The approval process requires a minimum of forty-five (45) calendar days after submission to the Owner in final form with all supporting data. Receipt of a submission by Owner does not constitute acceptance or approval of a proposal, nor does it constitute a warranty that the proposal will be authorized by City Council Resolution, Ordinance or Administrative Action. THE TIME REQUIRED FOR THE APPROVAL PROCESS SHALL NOT BE CONSIDERED A DELAY AND NO EXTENSIONS TO THE CONTRACT TIME OR INCREASE IN THE CONTRACT SUM WILL BE CONSIDERED OR GRANTED AS A RESULT OF THIS PROCESS. Pending the approval described above, the Contractor will proceed with the work under a pending Amendment only if directed in writing by the Owner.

ARTICLE 8 - CONTRACT TIME

8.1 DEFINITIONS

(a) Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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(b) The date of commencement of the Work is the date established in the Notice to Proceed from the Owner. The date of commencement shall not be postponed by the failure of the Prime Contractor, or of persons or entities for whom the Prime Contractor is responsible to act promptly to commence the Work. If the Owner unreasonably delays the issuance of the notice to proceed, through no fault of the Prime Contractor, the Prime Contractor shall be entitled only to an equitable extension of the Contract Time; the Contract Sum shall remain unchanged.

(c) The date of Substantial Completion is the date certified by the Architect/Engineer in accordance with Paragraph 9.7.

(d) The term "day" as used in the Contract Documents shall mean a calendar day, beginning and ending at 12:00 midnight, unless otherwise specifically defined by special provision.

8.2 PROGRESS AND COMPLETION

(a) **Time limits stated in the Contract Documents are of the essence of the Contract**. By executing the Building Construction Services Agreement, the Prime Contractor confirms that the Contract Time is a reasonable period for performing the Work.

(b) The Prime Contractor shall not knowingly, except by agreement with or instruction of the Owner in writing, prematurely commence operations on the Project site or elsewhere prior to the effective date of insurance to be furnished by the Prime Contractor as required by Article 11. The date of commencement of the Work shall not be changed by the effective date of insurance required by Article 11.

8.3 DELAYS AND EXTENSIONS OF TIME

(a) If the Prime Contractor is delayed at any time in the progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Prime Contractor's control, or by delay authorized by the Owner pending a claim, or by other causes which the Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect/Engineer and Owner may determine.

(b) Claims relating to Contract Time and time extensions shall be made in accordance with the applicable provisions of Paragraph 4.3.

(c) No Damages for Delay. NOTWITHSTANDING ANY OTHER PROVISIONS OF THE CONTRACT DOCUMENTS, INCLUDING THE GENERAL CONDITIONS, NO ADJUSTMENT SHALL BE MADE TO THE CONTRACT SUM AND THE PRIME CONTRACTOR SHALL NOT BE ENTITLED TO CLAIM OR RECEIVE ANY ADDITIONAL COMPENSATION AS A RESULT OF OR ARISING OUT OF ANY DELAY, HINDRANCE, DISRUPTION, FORCE MAJEURE, IMPACT, OR

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INTERFERENCE, INTENTIONAL OR UNINTENTIONAL, FORESEEN OR UNFORESEEN, WHICH INCREASES THE TIME TO COMPLETE THE WORK, INCLUDING BUT NOT LIMITED TO ANY DELAYS CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, FAILURES, NEGLIGENCE, OR FAULT OF THE OWNER, THE ARCHITECT/ENGINEER, OR THE OWNER'S REPRESENTATIVE, AN EXTENSION OF THE CONTRACT TIME UNDER SUBPARAGRAPH 8.3(a) BEING THE PRIME CONTRACTOR'S SOLE REMEDY.

(d) The Owner shall have the right to occupy, without prejudice to the right of either party, any completed or largely completed portions of the structure or Work, notwithstanding the fact that the Contract Time for completing all or a portion of the Work may not have expired. Partial occupancy and use shall not be deemed as an acceptance of the Work taken or used.

(e) The Prime Contractor shall promptly suspend the Work when either the Prime Contractor or the Owner is ordered to do so by a court order from a court having lawful jurisdiction, and the Prime Contractor will not be entitled to additional compensation by virtue of any delays resulting from the court order. The Prime Contractor will also not be liable to the Owner for a delay caused in fact by the Work being suspended by a court order.

(f) The Architect/Engineer, with the consent of the Owner, shall have the authority to suspend the Work, in whole or in part, for such period or periods as the Architect/Engineer deems necessary due to unusual or severe weather conditions as are considered unfavorable for the suitable prosecution of the Work, or due to failure on the part of the Prime Contractor to correct conditions considered unsafe for workmen or the general public. If it should become necessary to stop the Work for an indefinite period, the Prime Contractor shall store all materials in such a manner that they will not obstruct or impede the public unnecessarily or become damaged in any way, and shall take every precaution to prevent damage or deterioration of the Work performed. In cases of suspension of the Work under this Subparagraph, the Prime Contractor shall also provide suitable drainage about the Work and erect temporary structures where necessary. The Prime Contractor shall not suspend the Work in whole or in part without written authority from the Architect/Engineer or the Owner, and shall resume the Work promptly when notified by the Architect/Engineer or the Owner to resume operations.

(g) In the event of a delay that is the responsibility of the Prime Contractor or any of the Subcontractors, for which the Prime Contractor is not entitled to a time extension under the provisions of this Contract, the Owner may direct that the Work be accelerated by means of overtime, additional crews or additional shifts, or resequencing. This acceleration shall be at no cost to the Owner and will continue until the Contract Time is restored. In the event of a delay for which the Prime Contractor is entitled to a time extension, as determined by the Architect/Engineer, Owner may similarly direct acceleration and the Prime Contractor agrees to perform same on the basis that the Prime Contractor will be reimbursed only to the extent described in Subparagraph 4.3(i). THE PRIME CONTRACTOR EXPRESSLY WAIVES ANY OTHER COMPENSATION RESULTING FROM ACCELERATION, SUCH AS LOSS OF LABOR PRODUCTIVITY OR EFFICIENCY.

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ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Building Construction Services Agreement and, including authorized adjustments, is the total amount of compensation payable by the Owner to the Prime Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Before the first Application for Payment, the Prime Contractor shall submit to the Architect/Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, when approved by the Architect/Engineer and the Owner, shall be used as a basis for the Prime Contractor's Application for Payment. The schedule of values shall follow the trade division of the Specifications. Prime Contractor's Application for Payment shall be filed on the current version of AIA Form G702 (Application and Certificate for Payment), as approved by the Owner.

9.3 APPLICATIONS FOR PAYMENT

(a) At least ten (10) days before the date established for each progress payment, the Prime Contractor shall submit to the Architect/Engineer an itemized Application for Payment for Work completed in accordance with the schedule of values. The Application shall be notarized, if required, and supported by data substantiating the Prime Contractor’s right to payment as the Owner or Architect/Engineer may require, including but not limited to copies of requisitions from Subcontractors and material suppliers, and reflecting the applicable retainage as required in the Contract Documents. Prime Contractor's Application for Payment shall also provide other supporting documentation as the Owner or the other applicable provisions of the Contract Documents may require.

(b) Applications for Payment may not include requests for payment of amounts the Prime Contractor does not intend to pay to a Subcontractor because of a good faith dispute, unless the Prime Contractor complies with Clause 5.3(b) (2) of these General Conditions and the Prime Contractor’s Payment Bond Surety consents in writing to payment to the Prime Contractor of the funds deemed to be in dispute.

(c) Unless otherwise provided in the Contract Documents, progress payments shall include payment for materials and equipment delivered and suitably stored at the Project site for subsequent incorporation into the Work within thirty (30) days after delivery to the Project site. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored away from the Project site at a location agreed upon in writing. Payment for costs incurred in storage of materials or equipment away from the Project site will NOT be made by Owner unless:

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(1) the Owner has given prior approval of such off-site storage in writing;
(2) the materials or equipment are stored in a bonded warehouse located in Denton County and identified with the Project for which they are stored, as evidenced by warehouse receipts and appropriate documents of title; and
(3) the materials or equipment stored off-site will be incorporated into the Work within thirty (30) days after delivery. STORAGE IN FACILITIES OF THE MANUFACTURER OR THE PRIME CONTRACTOR WILL NOT BE PERMITTED OR PAID FOR, UNLESS THE OWNER HAS EXPRESSLY GIVEN PRIOR APPROVAL OF SUCH STORAGE IN WRITING.

(d) The Prime Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Prime Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Prime Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

(e) All materials or equipment delivered to the Project site earlier than thirty (30) days prior to an approved schedule for delivery to the Project site shall be classified as an "early delivery." All early delivery materials or equipment must have the express written permission of the Owner to be stored on the Project site. If any unauthorized early delivery occurs, Prime Contractor shall, at Prime Contractor's expense or at the expense of the responsible Subcontractor or Supplier, cause such early delivery to be removed from the Project site and stored off-site until required at the Project site. All costs of labor, transportation and storage will be included as part of the expense. If the Prime Contractor fails or refuses to remove unauthorized early delivery materials, the Owner may cause such materials to be removed at the Prime Contractor's sole expense, and amounts may be withheld from the Prime Contractor's Application for Payment to reimburse the Owner for any costs incurred in removing unauthorized early delivery materials. OWNER WILL NOT BE RESPONSIBLE FOR THE PROTECTION OF OR RISK OF LOSS ON ANY EARLY DELIVERY MATERIALS OR EQUIPMENT, NOR WILL OWNER BE LIABLE FOR ANY PAYMENT FOR THE EARLY DELIVERY MATERIALS OR EQUIPMENT. Any materials or equipment classified as early delivery will not be approved for payment as stored materials prior to thirty (30) days before the incorporation of the materials or equipment into the Work, unless storage and payment at an earlier date is expressly approved in writing by the Owner.

(f) If the Contract Sum is equal to or less than $25,000, and if performance and payment bonds are not furnished by the Contractor, then no payment applied for will be payable under the Contract until the Work has been finally completed and accepted.

9.4 CERTIFICATES FOR PAYMENT

(a) The Architect/Engineer will, within ten (10) days after receipt of the Prime Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Prime Contractor, for such amount as the Architect/Engineer determines is properly

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due, or notify the Prime Contractor and Owner in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in:

(a) City of Denton "General Conditions for Building Construction."

(b) Subparagraph 9.5(a). The Certificate for Payment shall be issued on the current version of AIA Form G702 (Application and Certificate for Payment) as approved by the Owner.

(c) The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner, based on the Architect/Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect/Engineer's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial and Final Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Final Completion and to specific qualifications expressed by the Architect/Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Prime Contractor is entitled to payment in the amount certified, subject to the Owner's approval. The issuance of a Certificate for Payment is not a representation that the Architect/Engineer has:

(1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work;

(2) reviewed construction means, methods, techniques, sequences or procedures;

(3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Prime Contractor's right to payment; or

(4) made examination to ascertain how or for what purpose the Prime Contractor has used money previously paid on account of the Contract Sum.

(d) Whenever the Application for Payment for Work done since the last previous Application for Payment exceeds one hundred dollars ($100.00) in amount, Owner will pay a percentage of the Application, less applicable retainage, to the Prime Contractor within thirty (30) days following Owner's receipt and approval of the Certificate for Payment certified by the Architect/Engineer. The Application may include acceptable nonperishable materials delivered to the Work or stored as provided for in Paragraph 9.3(c) and the payment will be allowed on the net invoice value, less taxes and applicable retainage.

(e) The City is required to withhold retainage for public works contracts in which the total contract price estimate at the time of execution is more than $400,000; however, this requirement is applied by the City for all public works contracts in excess of $50,000. The retainage will be withheld by the Owner from each progress payment until final completion of the Work by the Contractor, approval of final completion by the Architect/Engineer, and final acceptance of the Work by the Owner. Unless otherwise required by state law, the retainage percentage as specified in Exhibit A is based upon the original Contract Sum,

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and will not be affected in the event the original Contract Sum is subsequently increased by Change Order.

(f) No progress payments shall be made on contracts where performance and payment bonds are not required or furnished. In such instances, payment for the Work performed will be made upon final completion and acceptance by the Owner of all Work.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

(a) The Architect/Engineer or the Owner may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner's interest, if in the Architect/Engineer's or Owner's opinion the representations to the Owner required by Subparagraph 9.4(b) cannot be made. If the Architect/Engineer or the Owner is unable to certify payment in the amount of the Application, the Architect/Engineer or the Owner will notify the Prime Contractor as provided in Subparagraph 9.4(a). If the Prime Contractor and Architect/Engineer or the Owner cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate for Payment for the amount for which the Architect/Engineer is able to make the required representations to the Owner. The Architect/Engineer or the Owner may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary, in the Architect/Engineer's or Owner's opinion, to protect the Owner from loss because of:

(1) defective or nonconforming Work not remedied;

(2) third-party claims filed or reasonable evidence indicating probable filing of such claims;

(3) failure of the Prime Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;

(4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

(5) damage to the Owner or another contractor;

(6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;

(7) persistent failure to carry out the Work in accordance with the Contract Documents; or

(8) mathematical or other errors that are discovered in the Application for Payment.

(b) When all of the above reasons that existed for withholding certification are removed or remedied, then, at that time, certification will be made for amounts previously withheld.

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(c) The Owner may, at its option, offset any progress payment or final payment under the Contract Documents against any debt (including taxes) lawfully due to the Owner from the Prime Contractor, regardless of whether the amount due arises pursuant to the terms of the Contract Documents or otherwise, and regardless of whether or not the debt due to the Owner has been reduced to judgment by a court.

9.6 PROGRESS PAYMENTS

(a) After the Architect/Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect/Engineer. The Owner shall not be liable for interest on any late or delayed progress payment or final payment caused by any claim or dispute, any discrepancy in quantities, any failure to provide supporting documentation or other information required with the Application for Payment or as a precondition to payment under the Contract Documents, or due to any payment the Owner or the Architect/Engineer has a right to withhold or not certify under the Contract Documents. Notwithstanding the foregoing, the Owner may refuse to make payment on any Certificate for Payment (including, without limitation, the final Certificate for Payment) for any default under the Contract Documents, including but not limited to those defaults set forth in Subparagraph 9.5(a), Clauses (1) through (7). The Owner shall not be deemed in default by reason of withholding payment while any Prime Contractor default remains uncured.

(b) The Prime Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Prime Contractor on account of each Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Prime Contractor on account of such Subcontractors portion of the Work. The Prime Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

(c) The Architect/Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Prime Contractor and action taken thereon by the Architect/Engineer and the Owner on account of portions of the Work done by such Subcontractor.

(d) Neither the Owner nor the Architect/Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law. That obligation belongs to the Prime Contractor or, in the event of the Prime Contractor's failure to pay a Subcontractor, to the Surety on the Payment Bond as required under Paragraph 11.3.

(e) Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6(b), (c), and (d).

(f) A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not performed in accordance with the Contract Documents.

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9.7 SUBSTANTIAL COMPLETION

(a) The Date of Substantial Completion of the Work, or designated portion of the Work, is the date certified by the Architect/Engineer when construction is sufficiently completed in accordance with the City Of Denton General Conditions For Building Construction.

(a) the Contract Documents such that the Owner may beneficially occupy and use the Work, or designated portions of the Work, for the purposes for which it is intended and only trivial and insignificant items remain which do not affect the Work as a whole.

(b) When the Prime Contractor considers that the Work, or the portion of the Work which the Owner agrees to accept separately, is Substantially Complete, the Prime Contractor shall prepare and submit to the Architect/Engineer a comprehensive list of remaining items to be completed or corrected. The Prime Contractor shall proceed promptly to complete and correct items on the list (hereinafter called the "punch list"). Failure to include an item on the punch list does not alter the responsibility of the Prime Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the punch list, the Architect/Engineer will make an inspection to determine whether the Work, or designated portion of the Work, is Substantially Complete. If the Architect/Engineer's inspection discloses any item, whether or not included on the punch list, which is not in accordance with the requirements of the Contract Documents and which renders the Work inspected not Substantially Complete the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct the item upon notification by the Architect/Engineer. The Prime Contractor shall then submit a request for another inspection by the Architect/Engineer to determine Substantial Completion. When the Work or designated portion of the Work is Substantially Complete, the Architect/Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and the Prime Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Prime Contractor shall finish all items on the punch list accompanying the Certificate.

(c) The Certificate of Substantial Completion shall be submitted to the Owner and the Prime Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

(d) Upon Substantial Completion of the Work or designated portion thereof and upon application by the Prime Contractor and certification by the Architect/Engineer, the Owner shall make payment, reflecting adjustment in retainage, if any, for the Work, or portion of the Work, as provided in the Contract Documents.

9.8 PARTIAL OCCUPANCY OR USE

(a) The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate Supplemental Agreement with the Prime Contractor, provided such occupancy or use is consented to by the insurer as

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required under Subparagraph 11.2(e) and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided the Owner and Prime Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Prime Contractor considers a portion Substantially Complete, the Prime Contractor shall prepare and submit a list to the Architect/Engineer as provided under Subparagraph 9.7(b). Consent of the Prime Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Prime Contractor or, if no agreement is reached, by decision of the Architect/Engineer.

(b) Immediately prior to such partial occupancy or use, the Owner, Prime Contractor, and Architect/Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

(c) Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

(a) Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer, accompanied by the Owner's representative, will promptly make final inspection and, when the Architect/Engineer finds the Work acceptable under the Contract Documents and the Contract Documents fully performed, the Architect/Engineer will promptly issue a final Certificate for Payment stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of the Architect/Engineer's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Prime Contractor and noted in said final Certificate is due and payable. The Architect/Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.9(b) as a condition precedent to the Prime Contractor's being entitled to final payment have been fulfilled. Owner will normally make final payment within thirty (30) days after Owner's receipt and approval of the final Certificate for Payment. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, unless otherwise provided by separate agreement between the Owner and the Prime Contractor.

(b) Neither final payment nor any remaining retained percentage shall become due until the Prime Contractor submits to the Architect/Engineer:

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(1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
(2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner;
(3) a written statement that the Prime Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
(4) a consent of surety to final payment; and
(5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

(c) As a precondition to final payment by the Owner under this Contract, the Prime Contractor's affidavit under Clause (b)(1) shall state that the Prime Contractor has paid each of his subcontractors, laborers or materialmen in full for all labor and materials provided to Contractor for the Work performed under this Contract. In the event the Prime Contractor has not paid each of his subcontractors, laborers or materialmen in full, the Prime Contractor shall state in the affidavit the amount owed and the name of each subcontractor, laborer or materialmen to whom such payment is owed. IN ANY EVENT, THE PRIME CONTRACTOR SHALL BE REQUIRED TO EXECUTE THE OWNER'S STANDARD AFFIDAVIT OF FINAL PAYMENT AND RELEASE AS A PRECONDITION TO RECEIPT OF FINAL PAYMENT.

(d) If, after Substantial Completion of the Work, final completion of the Work is materially delayed through no fault of the Prime Contractor or by issuance of Change Orders affecting final completion and the Architect/Engineer confirms the delay, the Owner shall, upon application by the Prime Contractor and certification by the Architect/Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect/Engineer prior to certification of payment. Payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(e) The acceptance by the Prime Contractor of the final payment shall operate as and shall be a complete release of the Owner from all claims or liabilities under the Contract, for anything done or furnished or relating to the Work or the Project, or for any act or neglect of the Owner relating to or connected with the Work or the Project.

ARTICLE 10 SAFETY, SECURITY AND UTILITY PROVISIONS; ENVIRONMENTAL

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COMPLIANCE

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Prime Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract, and will comply with all applicable City, County, State and Federal health and safety regulations.

10.2 SAFETY OF PERSONS AND PROPERTY

(a) The Prime Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(1) employees on the Work and other persons who may be affected thereby;

(2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Prime Contractor or the Prime Contractor's Subcontractors or Sub-subcontractors; and

(3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(b) The Prime Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

(c) The Prime Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(d) When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Prime Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

(e) USE OF EXPLOSIVES - CLAIMS AND TOTAL INDEMNIFICATION. The Owner shall have the right to pre-approve the use of any explosives on the Project; the Prime Contractor shall not assume in its bid that permission to use explosives will be granted. The Owner shall NOT be liable for any claim for additional time or compensation as a result of the Owner's denial of permission to use explosives. Where use of explosives is permitted by the Owner, the Prime Contractor EXPRESSLY AGREES TO BE SOLELY RESPONSIBLE for the determination as to whether explosives shall actually be used, and for any result from the use, handling or storage of explosives, and shall INDEMNIFY, DEFEND AND HOLD COMPLETELY HARMLESS the Owner, its officers, agents and employees, and the Architect/Engineer against any and all claims, lawsuits, judgments, costs or expenses for personal injury (including death), property damage or other harm for

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which recovery of damages is sought, suffered by any person or persons, as the result of the use, handling or storage of the explosives by the Prime Contractor or any Subcontractor, REGARDLESS OF WHETHER SAID USE, HANDLING OR STORAGE WAS NEGLIGENT OR NOT, AND REGARDLESS OF WHETHER THE DAMAGE OR INJURY WAS CONTRIBUTED TO IN ANY WAY BY THE NEGLIGENCE OR FAULT OF THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, OR THE ARCHITECT/ENGINEER AND ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES. In the event of conflict with any other indemnity paragraph in this Contract, this paragraph controls. This indemnity paragraph is intended solely for the benefit of the parties to this Contract and is not intended to create or grant any rights, contractual or otherwise, to or for any other person or entity. The Prime Contractor shall furnish the Owner and the Architect/Engineer with evidence of insurance sufficient to cover possible damage or injury, which insurance shall either include the Owner and the Architect/Engineer as additional insureds or be sufficiently broad in coverage as to fully protect the Owner and the Architect/Engineer. All explosives shall be stored in a safe and secure manner, under the care of a competent watchman at all times, and all storage places shall be marked clearly and conspicuously: "DANGEROUS-EXPLOSIVES." The method of storing and handling explosives and highly flammable materials shall conform to Federal and State laws, City of Denton ordinances, and the City of Denton Fire Department regulations. The Prime Contractor shall notify any telecommunications and public utility company and any private property owners having structures in the proximity of the Project Site of the Prime Contractor's intention to use explosives, and such notice shall be given sufficiently in advance to enable the telecommunications and public utility companies and private property owners to take such steps as they may deem necessary to protect their property from injury. The notice shall not relieve the Prime Contractor of any responsibility for damage resulting from any blasting operations.

(f) The Prime Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2(a)(2) and 10.2(a)(3) caused in whole or in part by the Prime Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Prime Contractor is responsible under Clauses 10.2(a)(2) and 10.2(a)(3), except damage or loss attributable to acts or omissions of the Owner or Architect/Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Prime Contractor or any of its Subcontractors. The foregoing obligations of the Prime Contractor are in addition to the Prime Contractor's obligations under Paragraph 3.l9. To the extent that any such damage or loss may be covered by property insurance or other insurance required by the Contract Documents, the Owner and the Prime Contractor shall exercise their best efforts to make a claim and obtain recovery from the insurers to provide for the cost, in whole or in part, of the repair work or to provide for reimbursement for such damage or loss.

(g) The Prime Contractor shall designate a responsible member of the Prime Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall

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be the Prime Contractor's superintendent unless otherwise designated by the Prime Contractor in writing to the Owner and Architect/Engineer.

(h) The Prime Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

In an emergency affecting safety, health, or security of persons or property, the Prime Contractor shall act, at the Prime Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Prime Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

10.4 PUBLIC CONVENIENCE AND SAFETY

(a) The Prime Contractor shall place materials stored about the Work and shall conduct the Work at all times in a manner that causes no greater obstruction to the public than is considered necessary by the Owner. Sidewalks or streets shall not be obstructed, except by special permission of the Owner. The materials excavated and the construction materials or plant used in the performance of the Work shall be placed in a manner that does not endanger the Work or prevent free access to all fire hydrants, water mains and appurtenances, water valves, gas valves, manholes for the telephone, telegraph signal or electric conduits, wastewater mains and appurtenances, and fire alarm or police call boxes in the vicinity.

(b) The Owner reserves the right to remedy any neglect on the part of the Prime Contractor in regard to public convenience and safety which may come to the Owner's attention, after twenty-four (24) hours notice in writing to the Prime Contractor. In case of an emergency, the Owner shall have the right to immediately remedy any neglect without notice. In either case, the cost of any work done by the Owner to remedy the Prime Contractor's neglect shall be deducted from the Contract Sum. The Prime Contractor shall notify the City Traffic Control Department when any street is to be closed or obstructed. The notice shall, in the case of major thoroughfares or street upon which transit lines operate, be forty-eight (48) hours in advance. The Owner reserves the right to postpone or prohibit any closure or obstruction of any streets or thoroughfares to the extent necessary for the safety and benefit of the traveling public. The Prime Contractor shall, when directed by the Architect/Engineer or the Owner, keep any street or streets in condition for unobstructed use by City departments. When the Prime Contractor is required to construct temporary bridges or make other arrangements for crossing over ditches or around structures, the Prime Contractor's responsibility for accidents shall include the roadway approaches as well as the crossing structures.

10.5 BARRICADES, LIGHTS AND WATCHMEN

If the Work is carried on or adjacent to any street, alley or public place, the Prime Contractor shall, at the Prime Contractor's own cost and expense, furnish, erect and maintain sufficient

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barricades, fences, lights and danger signals, shall provide sufficient watchmen, and shall take such other precautionary measures as are necessary for the protection of persons or property and of the Work. All barricades shall be painted in a color that will be visible at night, shall indicate in bold letters thereon the Prime Contractor's name and shall be illuminated by lights from sunset to sunrise. The term “lights,” as used in this Paragraph, shall mean flares, flashers, or other illuminated devices. A sufficient number of barricades with adequate markings and directional devices shall also be erected to keep vehicles from being driven on or into any Work under construction. The Prime Contractor will be held responsible for all damage to the Work due to failure of barricades, signs, lights and watchmen to protect the Work. Whenever evidence is found of such damage, the Architect/Engineer may order the damaged portion immediately removed and replaced by the Prime Contractor at Prime Contractor's cost and expense. The Prime Contractor's responsibility for maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the Project has been finally accepted by the Owner.

10.6 PUBLIC UTILITIES AND OTHER PROPERTIES TO BE CHANGED

In case it is necessary to change or move the property of the Owner or of any telecommunications or public utility, such property shall not be removed or interfered with until ordered to do so by the Architect/Engineer. The right is reserved to the owner of any public or private utilities to enter upon the Project site for the purpose of making such changes or repairs of their property that may become necessary during the performance of the Work. The Owner reserves the right of entry upon the Project site for any purpose, including repairing or relaying sewer and water lines and appurtenances, repairing structures, and for making other repairs, changes, or extensions to any of the Owner's property. The Owner's actions shall conform to the Prime Contractor's current and approved schedule for the performance of the Work, provided that proper notification of schedule requirements has been given to the Owner by the Prime Contractor.

10.7 TEMPORARY STORM SEWER AND DRAIN CONNECTIONS

When existing storm sewers or drains have to be taken up or removed, the Prime Contractor shall at his own expense provide and maintain temporary outlets and connections for all public and private storm sewers and drains. The Prime Contractor shall also take care of all storm sewage and drainage which will be received from these storm drains and sewers; for this purpose, the Prime Contractor shall provide and maintain, at the Prime Contractor’s own expense, adequate pumping facilities and temporary outlets or diversions. The Prime Contractor shall, at the Prime Contractor’s own expense, construct such troughs, pipes, or other structures necessary and shall be prepared at all times to dispose of storm drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing storm sewers and connections shall be kept in service and maintained under the Contract, except where specified or ordered to be abandoned by the Architect/Engineer. All storm water and sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the Work under construction will be adequately protected.

10.8 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE OWNER;

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ELECTRICITY FOR THE PROJECT

(a) When the Prime Contractor desires to use the Owner's water in connection with the Work, the Prime Contractor shall make complete and satisfactory arrangements with the Denton Water Utilities Department and shall be responsible for the cost of the water the Prime Contractor uses. Where meters are used, the charge will be at the regular established rate; where no meters are used, the charge will be as prescribed by City ordinance, or where no ordinance applies, payment shall be based on estimates made by the Denton Water Utilities Department.

(b) The Prime Contractor shall make complete and satisfactory arrangements for electricity and metered electrical connections with the Owner or with Denton Municipal Electric in the event that separately metered electrical connections are required for the Project. The Prime Contractor shall pay for all electricity used in the performance of the Work through separate metered electrical connections obtained by the Prime Contractor through the City of Denton.

10.9 USE OF FIRE HYDRANTS

The Prime Contractor, Subcontractors, and any other person working on the Project shall not open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock, or tap any water main belonging to the Owner, unless duly authorized to do so by the Denton Water Utilities Department in accordance with the Denton City Code.

10.10 ENVIRONMENTAL COMPLIANCE

(a) The Prime Contractor and its Subcontractors are deemed to have made themselves familiar with and at all times shall comply with all applicable federal, state or local laws, rules, regulations, ordinances, and rules of common law now in effect (including any amendments now in effect), relating to the environment, Hazardous Substances or exposure to Hazardous Substances, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. §§ 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. §§ 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A §§ 1201, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601, et seq.; the Clean Air Act, 42 U.S.C.A. §§ 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. §§ 3808, et seq., and any current judicial or administrative interpretation of these laws, rules, regulations, ordinances, or rules of common law, including but not limited to any judicial or administrative order, consent decree, or judgment affecting the Project.

(b) In the event the Prime Contractor encounters on the site materials reasonably believed to be a Hazardous Substance that have not been rendered harmless, and removal of such materials is not a part of the scope of Work required under the Contract Documents, the Prime Contractor shall immediately stop Work in the affected area and report in writing the facts of such encounter to the Architect/Engineer and the Owner.

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Work in the affected area shall not thereafter be resumed except by written order of the Owner unless and until the material is determined not to be a Hazardous Substance or the Hazardous Substance is remediated. The Owner may choose to remediate the Hazardous Substance with a separate contractor or through a Change Order with the Prime Contractor. If the Owner determines that the Hazardous Substance exists in the affected area due to the fault or negligence of the Prime Contractor or any of its Subcontractors, the Prime Contractor shall be responsible for remediating the condition at the sole expense of the Prime Contractor in accordance with the Prime Contractor's APPROVED Spill Remediation Plan. An extension of the Contract Time for any delay in the progress schedule caused as a result of the discovery and remediation of a Hazardous Substance may be granted by the Owner only if all remaining Work on the Project must be suspended and the delay cannot be made up elsewhere in the progress schedule. Any request for an extension of the Contract Time related to the discovery and remediation of a Hazardous Substance is subject to the provisions of Paragraph 4.3 and Article 8.

(c) The Prime Contractor shall be responsible for identification, abatement, cleanup, control, removal, remediation, and disposal of any Hazardous Substance brought into or upon the site by the Prime Contractor or any Subcontractor or Supplier. The Prime Contractor shall obtain any and all permits necessary for the legal and proper handling, transportation, and disposal of the Hazardous Substance and shall, prior to undertaking any abatement, cleanup, control, removal, remediation, and disposal, notify the Owner and the Architect/Engineer so that they may observe the activities; provided, however, that it shall be the Prime Contractor's sole responsibility to comply with all applicable laws, rules, regulations, or ordinances governing the activities.

(d) Spill Prevention Plan. At least seventy-two (72) hours prior to commencing performance of any of the Work at the Project site, the Prime Contractor shall submit to the Owner for review and approval a Spill Prevention and Response Plan (SPRP) meeting the requirements of federal and state law, rules, and regulations. The SPRP shall be specially designed for the Prime Contractor's planned work methods and procedures. The SPRP shall be designed to complement all applicable safety standards, fire prevention regulations, and pollution prevention policies and procedures. The SPRP shall include estimates of the quantity and rate of flow should equipment fail, and detail containment or diversionary structures to prevent spills from leaving the site or migrating into adjacent properties or navigable waters. The SPRP shall include methods of recovery of spilled materials and all applicable twenty-four (24) hour emergency phone numbers, including without limitation that of the Owner's Project Manager or other designated representative. The Prime Contractor shall not commence any field work prior to approval of such plan by the Owner. The following additional rules shall apply with respect to spills caused by the Prime Contractor or a Subcontractor:

(1) The Prime Contractor shall immediately report any spill or release at the Project site, whether or not it is associated with this Contract, to the Owner's Project Manager or other designated representative. Thereafter, within two (2) working days after the occurrence of such event, the Prime Contractor shall submit a written

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report describing such event in a degree of detail reasonably acceptable to the Owner.

(2) The Prime Contractor shall immediately respond in accordance with the SPRP in the event of a spill.

(3) The Prime Contractor shall dispose of spilled materials in accordance with EPA and Texas Commission on Environmental Quality (TCEQ) regulations and any other applicable federal, state, or local laws, rules, or regulations. In connection with such disposals, the Prime Contractor shall use only those transporters and disposal facilities that are approved in advance in writing by the Owner. A copy of all transport manifests for the spilled materials shall be obtained and retained in the Prime Contractor's records for reference purposes, to be provided upon request of the Architect/Engineer, the Owner, or any governmental regulatory agency with jurisdiction over the matter. ALL COSTS OF COLLECTION, CONTAINMENT, AND DISPOSAL OF SPILLED MATERIALS SHALL BE THE SOLE RESPONSIBILITY OF THE PRIME CONTRACTOR.

(4) For purposes of this Subparagraph (e), the term "spill" includes any kind of environmental discharge or release.

(e) Clean Air Management Plan. The Prime Contractor shall comply with the Clean Air Management Plan submitted to and approved by the Owner during the contractor selection process. The Owner reserves the right, at the Prime Contractor's sole expense, to require the removal or retrofitting of any equipment used in the course of construction that does not comply with the Plan submitted to and approved by the Owner.

(f) The Prime Contractor shall deposit surplus or waste excavation or other materials removed as part of the Work at a legal disposal site in accordance with all applicable state, federal, and local laws, rules, regulations, and ordinances. The Prime Contractor shall submit to the Owner for review and approval all planned disposal sites or proposed uses for the surplus or waste excavation or other materials prior to removal of any excavation or other material from the Project site. A copy of all transport manifests for surplus or waste excavation or other materials shall be obtained and retained in the Prime Contractor's records for reference purposes, to be provided upon request to the Architect/Engineer, the Owner, or any governmental regulatory agency with jurisdiction over the matter.

(g) The Prime Contractor is responsible for obtaining all TXPDES Storm Water Permits from TCEQ for construction of the Project under regulations contained in 40 CFR Part 122, as amended, pursuant to the Clean Water Act, 33 U.S.C.A. §§1251 et seq. These regulations require the filing of a notice of intent to obtain and abide by the general storm water permit for construction activities promulgated by EPA, including but not limited to cleaning, grading, and excavation that disturb the applicable amount of total land area. In addition, the Prime Contractor shall comply with all regulations of the

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Owner relating to storm water and storm water runoff management at the Project site pursuant to Chapter 19, Article IX, Denton City Code, as amended.

(h) The Prime Contractor shall not install any materials in the performance of the Work that contain asbestos or asbestos-related material such as hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophylite or actinolite, whether friable or non-friable.

(i) The Owner reserves the right in its sole option to exercise the following remedies (without waiving the right to pursue the imposition of any civil or criminal fines or penalties that may be imposed under state, federal, or local laws or ordinances), at no additional cost to the Owner and without an extension of the Contract Time, in the event the Prime Contractor fails or refuses after seven (7) days advance written notice from the Owner to comply with the provisions of this Paragraph 10.10, the terms of the SPRP, the terms of the Clean Air Management Plan, any storm water permit or other environmental permit issued in connection with the Work, or any applicable environmental law, rule, regulation, or ordinance:

(1) suspend all or any portion of the Work until the noncompliance is corrected, or until a detailed plan to achieve compliance within a reasonably prompt period of time is prepared by the Prime Contractor and approved by the Owner;

(2) if the Prime Contractor fails to properly address the noncompliance within the time stipulated by the Owner, perform the necessary remediation or correction work and backcharge the Prime Contractor for the cost of the remediation or correction; or

(3) terminate the Contract for cause as provided in Article 13.

ARTICLE 11 INSURANCE AND BONDS

11.1 PRIME CONTRACTOR'S INSURANCE

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.2 PROPERTY INSURANCE

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.3 'UMBRELLA' LIABILITY INSURANCE

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Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.4 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.5 PERFORMANCE AND PAYMENT BONDS

(a) Subject to the provisions of Subparagraph 11.5(b), the Prime Contractor shall, with the execution and delivery of the Construction Services Agreement, furnish and file with the Owner in the amounts required in this Paragraph, the surety bonds described in Clauses (a)(1) and (a)(2) below, which surety bonds shall be in accordance with the Charter of the City of Denton and the provisions of Chapter 2253, Texas Government Code, as amended; each bond shall be signed by the Prime Contractor, as Principal, and by an established bonding company, as surety, meeting the requirements of Subparagraph 11.5(c) and approved by the Owner. The surety bonds shall be accompanied by an appropriate Power-of-Attorney clearly establishing the extent and limitations of the authority of each signer to so sign:

(1) Performance Bond. A good and sufficient bond in an amount equal to 100% of the total Contract Sum, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with Plans, Specifications and all other Contract Documents, including any Amendments thereof, for the protection of the Owner. This bond shall also provide for the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and acceptance of the improvements by the Owner or lesser or longer periods as may be otherwise designated in the Contract Documents.

(2) Payment Bond. A good and sufficient bond in an amount equal to 100% of the total Contract Sum, guaranteeing the full and prompt payment of all claimants supplying labor or materials in the prosecution of the Work provided for in the Contract Documents and any Amendments thereto, and for the use and protection of each claimant.

(b) If the Contract Sum, including Owner-accepted alternates and allowances, if any, is greater than $50,000, Payment bonds in 100% of the Contract Sum are mandatory and shall be required to be provided by the Contractor. If the Contract Sum is greater than $100,000, a Payment Bond and Performance Bond in 100% of the Contract amount is mandatory.

(c) No surety will be accepted by the Owner who is now in default or delinquent on any bonds or who is a party to any litigation against the Owner. All bonds shall be made and executed

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on the Owner's standard forms, shall be approved by the Owner, and shall be executed by not less than one corporate surety that is authorized and admitted to do business in the State of Texas, is licensed by the State of Texas to issue surety bonds, is listed in the most current United States Department of the Treasury List of Acceptable Sureties, and is otherwise acceptable to the Owner. Each bond shall be executed by the Prime Contractor and the surety, and shall specify that legal venue for enforcement of each bond shall lie exclusively in Denton County, Texas. Each surety shall designate an agent resident in Denton County, Texas to whom any requisite statutory notices may be delivered and on whom service of process may be had in matters arising out of the suretyship.

(d) Contractor will be required to furnish original performance and payment bonds for 100 percent of the total submission price before work is to commence. The Contractor shall assume all costs in increasing the bond limits if change orders are formally approved. Bonds shall be in accordance with the V.T.C.A Government Code Section 2253.021, as amended, from a surety licensed to do business in the State of Texas. The City, at its option, may waive the payment and performance bond requirements for projects of less than $50,000.

Bond forms are attached and shall be returned upon notice of contract award by the City. Bonds should be forwarded to the City of Denton within fourteen (14) calendar days from contract award. This contract is not fully executed until payment and performance bonds are received and accepted by the City. Upon approval, a purchase order will be issued.

(e) The failure of the Contractor to deliver the required statutory bonds and evidence of insurance within fourteen (14) calendar days after the Contract is awarded shall constitute a material breach of the Prime Contractor's bid proposal and the Owner may rescind the Contract award and collect or retain the proceeds of the bid security. By reason of the uncertainty of the market prices or materials and labor, and it being impracticable and difficult to determine accurately the amount of damages occurring to the Owner by reason of the Prime Contractor's failure to execute and furnish the statutory bonds within fourteen (14) calendar days, the filing of a bid proposal with the accompanying bid security will be considered as an acceptance of this Subparagraph 11.5(e). In the event the Owner should re-advertise for bids, the defaulting Prime Contractor shall not be eligible to bid, and the lowest responsible bid obtained in the re-advertisement shall be the bid referred to in this Paragraph.

ARTICLE 12 DEFECTIVE AND NONCONFORMING WORK

12.1 UNCOVERING OF WORK

(a) If a portion of the Work is covered contrary to the Architect/Engineer's request or to requirements specifically expressed in the Contract Documents, the Work must, if required in writing by the Architect/Engineer, be uncovered for the Architect/Engineer's

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observation and be replaced at the Prime Contractor's expense without change in the Contract Time.

(b) If a portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to it being covered, the Architect/Engineer may request to see such Work and it shall be uncovered by the Prime Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If any Work is not in accordance with the Contract Documents, the Prime Contractor shall pay the costs of uncovering, repair, replacement unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

(a) The Prime Contractor shall promptly correct Work rejected by the Architect/Engineer as failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Prime Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect/Engineer's services and expenses made necessary thereby.

(b) If any of the Work is found to be defective or nonconforming with the requirements of the Contract Documents, the Prime Contractor shall correct it promptly after receipt of written notice from the Architect/Engineer or the Owner to do so unless the Owner has previously given the Prime Contractor a written acceptance or waiver of the defect or nonconformity. The Prime Contractor's obligation to correct defective or nonconforming Work remains in effect for:

(1) one year after the date of Substantial Completion of the Work or designated portion of the Work;

(2) one year after the date for commencement of warranties established by agreement in connection with partial occupancy under Subparagraph 9.8(a); or

(3) the stipulated duration of any applicable special warranty required by the Contract Documents.

(c) The one-year period described in Clauses (b)(1) and (b)(2) shall be extended with respect to portions of the Work performed, repaired, or corrected after Substantial Completion by the period of time between Substantial Completion and the actual completion of the Work.

(d) The obligations of the Prime Contractor under this Paragraph 12.2 shall survive final acceptance of the Work and termination of this Contract. The Owner shall give notice to the Prime Contractor promptly after discovery of a defective or nonconforming condition in the Work. The one-year period stated in Clauses (b)(1) and (b)(2) does not limit the ability of the Owner to require the Prime Contractor to correct latent defects or

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nonconformities in the Work, which defects or nonconformities could not have been discovered through reasonable diligence by the Owner or the Architect/Engineer at the time the Work was performed or at the time of inspection for certification of Substantial Completion or Final Completion. The one year period also does not relieve the Prime Contractor from liability for any defects or deficiencies in the Work that may be discovered after the expiration of the one year correction period.

(e) The Prime Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Prime Contractor nor accepted by the Owner.

(f) If the Prime Contractor fails to correct defective or nonconforming Work within a reasonable time after notice from the Owner or the Architect/Engineer, the Owner may correct it in accordance with Paragraph 2.4. If the Prime Contractor does not proceed with correction of defective or nonconforming Work within a reasonable time fixed by written notice from the Architect/Engineer, the Owner may remove or replace the defective or nonconforming Work and store the salvageable materials or equipment at the Prime Contractor's expense. If the Prime Contractor does not pay costs of removal and storage within ten days after written notice, the Owner may, upon ten (10) additional days written notice, sell the materials and equipment at auction or at private sale and shall account for the proceeds after deducting costs and damages that should have been borne by the Prime Contractor, including compensation for the Architect/Engineer's services and expenses made necessary as a result of the sale. If the proceeds of sale do not cover costs which the Prime Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments due to the Prime Contractor then or thereafter are not sufficient to cover the deficiency, the Prime Contractor shall pay the difference to the Owner.

(g) The Prime Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether the construction is completed or partially completed, that is caused by the Prime Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

(h) Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Prime Contractor might have under the Contract Documents. Establishment of the one-year time period as described in Subparagraph 12.2(b) relates only to the specific obligation of the Prime Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Prime Contractor's liability with respect to the Prime Contractor's obligations other than specifically to correct the Work.

(i) Any Work repaired or replaced pursuant to this Article 12 shall be subject to the provisions of Article 12 to the same extent as Work originally performed or installed.

12.3 ACCEPTANCE OF NONCONFORMING WORK

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The Owner may, in the Owner's sole discretion, accept Work which is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. The adjustment will be accomplished whether or not final payment has been made.

ARTICLE 13 COMPLETION OF THE CONTRACT; TERMINATION; TEMPORARY SUSPENSION

13.1 FINAL COMPLETION OF CONTRACT

The Contract will be considered completed, except as provided in any warranty or maintenance stipulations, bond, or by law, when all the Work has been finally completed, the final inspection is made by the Architect/Engineer, and final acceptance and final payment is made by the Owner.

13.2 WARRANTY FULFILLMENT

Prior to the expiration of the specified warranty period provided for in the Contract Documents, the Architect/Engineer will make a detailed inspection of the Work and will advise the Prime Contractor and the Prime Contractor's Surety of the items that require correction. The Architect/Engineer will make a subsequent inspection and if the corrections have been properly performed, the Architect/Engineer will issue a letter of release on the maintenance stipulations to the Prime Contractor and the Surety. If for any reason the Prime Contractor has not made the required corrections before the expiration of the warranty period, the warranty provisions as provided for in the Contract Documents shall remain in effect until the corrections have been properly performed and a letter of release issued.

13.3 TERMINATION BY THE OWNER FOR CAUSE

(a) Notwithstanding any other provision of these General Conditions, the Work or any portion of the Work may be terminated immediately by the Owner for any good cause after giving seven (7) days advance written notice and opportunity to cure to the Prime Contractor, including but not limited to the following causes:

(1) Failure or refusal of the Prime Contractor to start the Work within ten (10) days after the date of written notice by the Owner to commence the Work.

(2) A reasonable belief that the progress of the Work being made by the Prime Contractor is insufficient to complete the Work within the specified time.

(3) Failure or refusal of the Prime Contractor to provide sufficient and proper equipment or construction forces to properly execute the Work in a timely manner.

(4) A reasonable belief that the Prime Contractor has abandoned the Work.

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(5) A reasonable belief that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry on the Work.

(6) Failure or refusal on the part of the Contractor to observe any requirements of the Contract Documents or to comply with any written orders given by the Architect/Engineer or the Owner as provided for in the Contract Documents.

(7) Failure or refusal of the Prime Contractor to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the Architect/Engineer.

(8) A reasonable belief by the Owner that collusion exists or has occurred for the purpose of illegally procuring the Contract or a Subcontractor, or that a fraud is being perpetrated on the Owner in connection with the construction of Work under the Contract.

(9) Repeated and flagrant violation of safe working procedures.

(10) The filing by the Prime Contractor of litigation against the Owner prior to completion of the Work.

(b) When the Work or any portion of the Work is terminated for any of the causes itemized above or for any other cause except termination for convenience pursuant to Subparagraph 13.3(e), the Prime Contractor shall, as of the date specified by the Owner, discontinue the Work or portion of the Work as the Owner shall designate, whereupon the surety shall, within fifteen (15) days after the written notice of termination for cause has been served upon the Prime Contractor and the surety or its authorized agents, assume the obligations of the Prime Contractor for the Work or that portion of the Work which the Owner has ordered the Prime Contractor to discontinue and may:

(1) perform the Work with forces employed by the surety;

(2) with the written consent of the Owner, tender a replacement contractor to take over and perform the Work, in which event the surety shall be responsible for and pay the amount of any costs required to be incurred for the completion of the Work that are in excess of the amount of funds remaining under the Contract as of the time of the termination; or

(3) with the written consent of the Owner, tender and pay to the Owner in settlement the amount of money necessary to finish the balance of uncompleted Work under the Contract, correct existing defective or nonconforming Work, and compensate the Owner for any other loss sustained as a result of Prime Contractor's default.

In the event of termination for cause involving Clause (b)(1) or (b)(2), the Surety shall assume the Prime Contractor's place in all respects, and the amount of funds remaining unpaid under the Contract shall be paid by the Owner for all Work performed by the surety or the replacement contractor in accordance with the terms

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of the Contract Documents, subject to any rights of the Owner to deduct any costs, damages, or actual damages that the Owner may have incurred, including but not limited to additional fees and expenses of the Architect/Engineer and attorneys fees, as a result of such termination.

(c) The balance of the Contract Sum remaining at the time of the Prime Contractor's default and of the termination shall become due and payable to the surety as the Work progresses, subject to all of the terms, covenants, and conditions of the Contract Documents. If the surety does not, within the time specified in Subparagraph 13.3(b), exercise its obligation to assume the obligations of the Contract, or that portion of the Contract which the Owner has ordered the Prime Contractor to discontinue, then the Owner shall have the power to complete the Work by contract or otherwise, as it may deem necessary. The Prime Contractor agrees that the Owner shall have the right to take possession of or use any or all of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Prime Contractor for the purpose of the Work, and to procure other tools, equipment, labor, and materials for the completion of the Work, and to charge to the account of the Prime Contractor the expenses of completion and labor, materials, tools, equipment, and incidental expenses. The expenses incurred by the Owner to complete the Work shall be deducted by the Owner out of the balance of the Contract Sum remaining unpaid to or unearned by the Contractor. The Prime Contractor and the surety shall be liable to the Owner for any costs incurred in excess of the balance of the Contract Sum for the completion and correction of the Work, and for any other costs, damages, expenses (including but not limited to additional fees of the Architect/Engineer and attorney's fees), and damages incurred as a result of the termination.

(d) The Owner shall not be required to obtain the lowest bid for the Work of completing the Contract as described in Subparagraph 13.3(c), but the expenses to be deducted from the Contract Sum shall be the actual cost of such Work. In case the Owner's expense is less than the sum which would have been payable under the Contract, if the same had been completed by the Prime Contractor, then the Owner may pay to the Prime Contractor (or the Surety, in the event of a complete termination for cause) the difference in the cost, provided that the Prime Contractor (or the Surety) shall not be entitled to any claim for damages or for loss of anticipated profits. In case such expenses for completion shall exceed the amount which would have been payable under the Contract if the same had been completed by the Prime Contractor, then the Prime Contractor and his Sureties shall pay the amount of the excess to the Owner on notice from the Owner for excess due. When only a particular part of the Work is being carried on by the Owner by contract or otherwise under the provisions of this Subparagraph, the Prime Contractor shall continue the remainder of the Work in conformity with the terms of the Contract, and in such manner as not to hinder or interfere with the performance of workmen employed and provided by the Owner.

(e) The unconditional right to terminate this Contract for the convenience of the Owner (including but not limited to non-appropriation of funding) is expressly retained by the Owner. In the event of termination for convenience, the Owner shall deliver at least ten (10) days advance written notice of termination for convenience to the Prime Contractor.

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Upon the Prime Contractor's receipt of such written notice, the Prime Contractor shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work in place. The Prime Contractor shall then be reimbursed by the Owner in accordance with the terms and provisions of the Contract Documents, not to exceed actual labor costs incurred, materials stored at the Project site or away from the Project site as approved by the Owner but not yet paid for, plus actual, reasonable, and documented termination charges, if any, paid by the Prime Contractor in connection with the Work in place which is completed and in conformance with the Contract Documents to the date of termination for convenience. No amount shall ever be due to the Prime Contractor for lost or anticipated profits.

13.4 TEMPORARY SUSPENSION OF THE WORK

(a) The Work or any portion of the Work may be temporarily suspended by the Owner immediately upon written notice to the Prime Contractor for any reason, including but not limited to:
(1) the causes described in Clauses 13.1(a)(1) through (a)(10) above;

(2) where other provisions in the Contract Documents require or permit temporary suspension of the Work;

(3) situations where the Work is threatened by, contributes to, or causes an immediate threat to public health, safety, or security; or

(4) other unforeseen conditions or circumstances.

(b) The Prime Contractor shall immediately resume the temporarily suspended Work when ordered in writing by the Owner to do so. The Owner shall not under any circumstances be liable for any claim of the Prime Contractor arising from a temporary suspension due to a cause described in Clause (a)(1) above; provided, however, that in the case of a temporary suspension for any of the reasons described under Clauses (a)(2) through (a)(4), where the Prime Contractor is not a contributing cause of the suspension under one of those Clauses or where the provision of the Contract Documents in question specifically provides that the suspension is at no cost to the Owner, the Owner will make an equitable adjustment for the following items, provided that a claim is properly made by the Prime Contractor under Subparagraph 4.3 of these General Conditions:

(1) an equitable extension of the Contract Time, not to exceed the actual delay caused by the temporary suspension as determined by the Architect/Engineer and the Owner;

(2) an equitable adjustment to the Contract Sum for the actual, necessary, and reasonable costs of properly protecting any Work that is finished or partially

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finished during the period of the temporary suspension (no profit and overhead shall be allowed on top of these costs); and

(3) if it becomes necessary to move equipment from the Project site and then return it to the Project site when the Work is ordered to be resumed, an equitable adjustment to the Contract Sum for the actual, necessary, and reasonable cost of these moves; provided, however, that no adjustment shall be due if the equipment is moved to another Project site of the Owner.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW; COMPLIANCE WITH LAWS AND REGULATIONS

(a) This Contract shall be in all things governed by the laws of the State of Texas without regard to conflict of laws principles.

(b) The Contractor shall, during the performance of the Work, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.

14.2 SUCCESSORS AND ASSIGNS

The Owner and the Prime Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the promises, covenants, terms, conditions, and obligations contained in the Contract Documents. The Prime Contractor shall not assign, transfer, or convey its interest or rights in the Contract, in part or as a whole, without written consent of the Owner. If the Prime Contractor attempts to make an assignment, transfer, or conveyance without the Owner's written consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract Documents. The Owner shall not assign any portion of the Contract Sum due or to become due under this Contract without the written consent of the Prime Contractor, except where assignment is compelled or allowed by court order, the terms of the Contract Documents, or other operation of law.

14.3 WRITTEN NOTICE

Except as otherwise provided in Article 16, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid to the Project Manager or Superintendent of either party, or to an officer, partner, or other designated representative of either party. Mailed notices shall be addressed to the parties at an address designated by each party, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

14.4 RIGHTS AND REMEDIES; NO WAIVER OF RIGHTS BY OWNER

(a) The duties and obligations imposed on the Prime Contractor by the Contract Documents and the rights and remedies available to the Owner under the Contract Documents shall be in

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addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or made available by law.

(b) No action or failure to act by the Owner shall constitute a waiver of a right afforded the Owner under the Contract Documents, nor shall any action or failure to act by the Owner constitute approval of or acquiescence in a breach of the Contract by Prime Contractor, except as may be specifically agreed in writing by Change Order or Supplemental Agreement.

14.5 INTEREST

The Owner shall not be liable for interest on any progress or final payment to be made under the Contract Documents, except as may be provided by the applicable provisions of the Prompt Payment Act, Chapter 2251, Texas Government Code, as amended, subject to Paragraph 9.6(a) of these General Conditions.

14.6 OFFICERS OR EMPLOYEES OF THE OWNER NOT TO HAVE FINANCIAL INTEREST IN ANY CONTRACT OF THE OWNER

No officer or employee of the Owner shall have a financial interest, direct or indirect, in any Contract with the Owner, or be financially interested, directly or indirectly, in the sale to the Owner of any land, materials, supplies or services, except on behalf of the Owner as an officer or employee as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any violation of this article shall constitute malfeasance in office, and any officer or employee of Owner guilty thereof shall thereby forfeit his office or position. Any violation of this section, with the knowledge, express or implied, of the person, persons, partnership, company, firm, association or corporation contracting with the Owner shall render the Contract involved voidable by the Owner's City Manager or City Council.

14.7 VENUE

This Contract is deemed to be performed in Denton County, Texas, and if legal action is necessary to enforce this Contract, exclusive venue shall lie in Denton County, Texas.

14.8 INDEPENDENT CONTRACTOR

In performing the Work under this Contract, the relationship between the Owner and the Prime Contractor is that of an independent contractor. The Prime Contractor shall exercise independent judgment in performing the Work and is solely responsible for setting working hours, scheduling or prioritizing the Work flow and determining the means and methods of performing the Work, subject only to the requirements of the Contract Documents. No term or provision of this Contract shall be construed as making the Prime Contractor an agent, servant, or employee of the Owner, or making the Prime Contractor or any of the Prime Contractor's employees, agents, or servants eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which the Owner provides to its employees.

14.9 NONDISCRIMINATION

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As a condition of this Contract, the Prime Contractor covenants that he will take all necessary actions to insure that, in connection with any work under this Contract, the Prime Contractor and its Subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. The Prime Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, the Prime Contractor shall keep, retain and safeguard all records relating to his Contract or Work performed thereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the Owner, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

14.10 GIFTS TO PUBLIC SERVANTS

(a) The Owner may terminate this Contract immediately if the Prime Contractor has offered, conferred, or agreed to confer any benefit on a City of Denton employee or official that the City of Denton employee or official is prohibited by law from accepting.

(b) For purposes of this Article, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

(c) Notwithstanding any other legal remedies, the Owner may require the Prime Contractor to remove any employee of the Prime Contractor from the Project who has violated the restrictions of this Article or any similar State or Federal law, and obtain reimbursement for any expenditures made to the Prime Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City of Denton employee or official.

ARTICLE 15 RIGHT TO AUDIT CONTRACTOR'S RECORDS

By execution of the Building Construction Services Agreement, the Prime Contractor grants the Owner the right to audit, at the Owner's election, all of the Prime Contractor's records and billings relating to the performance of the Work under the Contract Documents. The Prime Contractor agrees to retain its Project records for a minimum of five (5) years following completion of the Work. The Owner agrees that it will exercise the right to audit only at reasonable hours. City may review any and all of the services performed by Prime Contractor under this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City’s rights as may be disclosed by an audit under this section.

ARTICLE 16 NOTICE OF CONTRACT CLAIM

This Contract is subject to the provisions of the Denton City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Prime Contractor shall comply with the requirements of this ordinance as a precondition of any litigation relating to this

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Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. **Final negotiated contract**
2. **RFP/Bid documents**
3. **City's standard terms and conditions**
4. **Purchase order**
5. **Contractor terms and conditions**

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EXHIBIT D
PAYMENT AND PERFORMANCE BOND REQUIREMENTS

Contractor will be required to furnish original performance and payment bonds for $250,000 before work is to commence. The Contractor shall assume all costs in increasing the bond limits if change orders are formally approved. Bonds shall be in accordance with the V.T.C.A Government Code Section 2253.021, as amended, from a surety licensed to do business in the State of Texas.

The contractor shall obtain an independent payment and performance bonds for 100% of the project value for any single project in excess of $250,000.

The City, at its option, may waive the payment and performance bond requirements for projects less than $50,000.

Bond forms will be provided by the City upon contract award and shall be returned upon notice of contract award by the City. Bonds should be forwarded to the City of Denton within fourteen (14) calendar days from contract award. This contract is not fully executed until payment and performance bonds are received and accepted by the City.

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EXHIBIT E
INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

    - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

    - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

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- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

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- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[X] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least $100,000 for each accident, $100,000 per each employee, and a $500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[ ] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **$500,000.00** combined bodily injury and property damage per occurrence with a **$1,000,000.00** aggregate.

[ ] **Fire Damage Legal Liability Insurance**

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Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[ ] **Professional Liability Insurance**

Professional liability insurance with limits not less than **$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[ ] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[ ] **Environmental Liability Insurance**

Environmental liability insurance for $1,000,000 to cover all hazards contemplated by this contract.

[ ] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[ ] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than $_____ each occurrence are required.

[ ] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

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ATTACHMENT 1

[X] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any overage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
   1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. obtain from each other person with whom it contracts, and provide to the contractor:

   a. a certificate of coverage, prior to the other person beginning work on the project; and

   b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that

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materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor’s failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

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Exhibit F
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days

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EXHIBIT G

CONTRACTORS PROPOSAL

Bid Lines

1	Product Proposal Pricing (PRICING SHALL INCLUDE ALL COSTS TO DELIVER GOODS AS SPECIFIED F.O.B DESTINATION):					
2	Excavation and Backfill					
3	Trench with Trencher 6in wide by 30in deep	Quantity: 2000	UOM: Ft	Price:	$1.29	Total: $2,580.00
	Manufacturer: D1					
4	Trench with Trencher 6in wide by 48in deep	Quantity: 5000	UOM: Ft	Price:	$1.34	Total: $6,700.00
	Manufacturer: D2					
5	Trench with Trencher 6in wide by 60in deep	Quantity: 5000	UOM: Ft	Price:	$1.65	Total: $8,250.00
	Manufacturer: D3					
6	Trench with Backhoe 18in wide 48in deep	Quantity: 25000	UOM: Ft	Price:	$2.06	Total: $51,500.00
	Manufacturer: D4					

7	Trench with Backhoe 18in wide 60in deep					
	Quantity: 25000	UOM: Ft	Price:	$2.32	Total:	$58,000.00
	Manufacturer:	D5				
8	Trench with Backhoe 18in wide 72in deep					
	Quantity: 15000	UOM: Ft	Price:	$2.57	Total:	$38,550.00
	Manufacturer:	D6				
9	Trench with Backhoe 18in wide 84in deep					
	Quantity: 1000	UOM: Ft	Price:	$3.60	Total:	$3,600.00
	Manufacturer:	D7				
10	Trench with Backhoe 18in wide 96in deep					
	Quantity: 1000	UOM: Ft	Price:	$4.22	Total:	$4,220.00
	Manufacturer:	D8				
11	Trench with Backhoe 24in wide 48in deep					
	Quantity: 1000	UOM: Ft	Price:	$4.22	Total:	$4,220.00
	Manufacturer:	D9				
12	Trench with Backhoe 24in wide 60in deep					
	Quantity: 10000	UOM: Ft	Price:	$4.73	Total:	$47,300.00
	Manufacturer:	D10				
13	Trench with Backhoe 24in wide 72in deep					
	Quantity: 10000	UOM: Ft	Price:	$5.30	Total:	$53,000.00
	Manufacturer:	D11				
14	Trench with Backhoe 24in wide 84in deep					
	Quantity: 5000	UOM: Ft	Price:	$6.38	Total:	$31,900.00
	Manufacturer:	D12				
15	Trench with Backhoe 24in wide 96in deep					
	Quantity: 1000	UOM: Ft	Price:	$8.44	Total:	$8,440.00
	Manufacturer:	D13				
16	Trench with Backhoe 36in wide 48in deep					
	Quantity: 1000	UOM: Ft	Price:	$5.30	Total:	$5,300.00
	Manufacturer:	D14				
17	Trench with Backhoe 36in wide 60in deep					
	Quantity: 1000	UOM: Ft	Price:	$6.33	Total:	$6,330.00
	Manufacturer:	D15				

18 Trench with Backhoe 36in wide 72in deep

Quantity: 1000 UOM: Ft Price: $7.41 Total: $7,410.00

Manufacturer: D16

19 Trench with Backhoe 36in wide 84in deep

Quantity: 1000 UOM: Ft Price: $8.44 Total: $8,440.00

Manufacturer: D17

20 Trench with Backhoe 36in wide 96in deep

Quantity: 1000 UOM: Ft Price: $10.55 Total: $10,550.00

Manufacturer: D18

21 Special trencher for trenching in rock, 6in width

Quantity: 2000 UOM: Ft Price: $6.33 Total: $12,660.00

Manufacturer: D19

22 Rock Adder, Backhoe 18in Width, Cutting & Jack Hammer

Quantity: 1000 UOM: Ft Price: $10.29 Total: $10,290.00

Manufacturer: D20

23 Rock Adder, Backhoe 24in Width, Cutting & Jack Hammer

Quantity: 1000 UOM: Ft Price: $10.08 Total: $10,080.00

Manufacturer: D21

24 Rock Adder, Backhoe 36in Width, Cutting & Jack Hammer

Quantity: 500 UOM: Ft Price: $12.61 Total: $6,305.00

Manufacturer: D22

25 Rock Adder, Backhoe 18in Width, Large Rock Quantity

Quantity: 1000 UOM: Ft Price: $6.74 Total: $6,740.00

Manufacturer: D23

26 Rock Adder, Backhoe 24in Width, Large Rock Quantity

Quantity: 1000 UOM: Ft Price: $10.29 Total: $10,290.00

Manufacturer: D24

27 Rock Adder, Backhoe 36in Width, Large Rock Quantity

Quantity: 1000 UOM: Ft Price: $12.61 Total: $12,610.00

Manufacturer: D25

28 Hand Digging 12in x 30in deep or less

Quantity: 1000 UOM: Ft Price: $10.14 Total: $10,140.00

Manufacturer: D26

29	Hand Digging 12in x 31in - 48in deep					
	Quantity: 500	UOM: Ft	Price:	$12.66	Total:	$6,330.00
	Manufacturer:	D27				
30	Concrete Backfill of Trench Excavated by Backhoe					
	Quantity: 2500	UOM: Cy	Price:	$150.00	Total:	$375,000.00
	Manufacturer:	D28				
31	Mechanical Tamping of Trench Excavated by Backhoe					
	Quantity: 2500	UOM: Ft	Price:	$1.59	Total:	$3,975.00
	Manufacturer:	D29				
32	2in - 4in Thick Asphalt Saw Cut					
	Quantity: 1000	UOM: LF	Price:	$6.84	Total:	$6,840.00
	Manufacturer:	D30				
33	1in - 6in Concrete Saw Cut					
	Quantity: 500	UOM: LF	Price:	$8.44	Total:	$4,220.00
	Manufacturer:	D31				
34	8in+ Thick Concrete Saw Cut					
	Quantity: 500	UOM: LF	Price:	$12.66	Total:	$6,330.00
	Manufacturer:	D32				
35	4in+ Asphalt and/or Concrete Saw Cut					
	Quantity: 1000	UOM: LF	Price:	$9.52	Total:	$9,520.00
	Manufacturer:	D33				
36	Conduit Installation in 6in Wide Trench					
37	Conduit 1in PVC					
	Quantity: 1000	UOM: Ft	Price:	$0.51	Total:	$510.00
	Manufacturer:	CT1				
38	Conduit 2in PVC					
	Quantity: 5000	UOM: Ft	Price:	$0.62	Total:	$3,100.00
	Manufacturer:	CT2				
39	Conduit 2 & 1/2 in PVC					
	Quantity: 5000	UOM: Ft	Price:	$0.62	Total:	$3,100.00
	Manufacturer:	CT3				

40 Conduit 3in PVC
Quantity: 100 UOM: Ft Price: $0.67 Total: $67.00
Manufacturer: CT4

41 Conduit 4in PVC
Quantity: 2500 UOM: Ft Price: $1.23 Total: $3,075.00
Manufacturer: CT5

42 Conduit 1in PVC 90 degree sweep
Quantity: 25 UOM: Ea Price: $4.53 Total: $113.25
Manufacturer: CT6

43 Conduit 2in PVC 90 degree sweep
Quantity: 50 UOM: Ea Price: $5.25 Total: $262.50
Manufacturer: CT7

44 Conduit 2 & 1/2 in PVC 90 degree sweep
Quantity: 50 UOM: Ea Price: $5.45 Total: $272.50
Manufacturer: CT8

45 Conduit 3in PVC 90 degree sweep
Quantity: 1 UOM: Ea Price: $5.66 Total: $5.66
Manufacturer: CT9

46 Conduit 4in PVC 90 degree sweep
Quantity: 50 UOM: Ea Price: $8.44 Total: $422.00
Manufacturer: CT10

47 Conduit 2in PVC 45 degree sweep
Quantity: 10 UOM: Ea Price: $5.25 Total: $52.50
Manufacturer: CT11

48 Conduit 2 & 1/2 in PVC 45 degree sweep
Quantity: 10 UOM: Ea Price: $5.45 Total: $54.50
Manufacturer: CT12

49 Conduit 3in PVC 45 degree sweep
Quantity: 1 UOM: Ea Price: $5.66 Total: $5.66
Manufacturer: CT13

50 Conduit 4in PVC 45 degree sweep
Quantity: 10 UOM: Ea Price: $8.44 Total: $84.40
Manufacturer: CT14

51 Conduit 4in PVC 22 & 1/2 degree sweep

Quantity: 10 UOM: Ea Price: $8.44 Total: $84.40

Manufacturer: CT15

52 Multiple Conduit Installations in 18in to 36in Trench

53 Conduit 1in PVC

Quantity: 1000 UOM: Ft Price: $0.67 Total: $670.00

Manufacturer: CB1

54 Additional 1in PVC Conduit in Trench

Quantity: 100 UOM: Ft Price: $0.67 Total: $67.00

Manufacturer: CB2

55 Conduit 2in PVC

Quantity: 25000 UOM: Ft Price: $0.77 Total: $19,250.00

Manufacturer: CB3

56 Additional 2in PVC Conduit in Trench

Quantity: 2000 UOM: Ft Price: $0.77 Total: $1,540.00

Manufacturer: CB4

57 Conduit 2 & 1/2 in PVC

Quantity: 20000 UOM: Ft Price: $0.82 Total: $16,400.00

Manufacturer: CB5

58 Additional 2 & 1/2in PVC Conduit in Trench

Quantity: 1000 UOM: Ft Price: $0.82 Total: $820.00

Manufacturer: CB6

59 Conduit 3in PVC

Quantity: 100 UOM: Ft Price: $0.67 Total: $67.00

Manufacturer: CB7

60 Additional 3in PVC Conduit in Trench

Quantity: 100 UOM: Ft Price: $0.67 Total: $67.00

Manufacturer: CB8

61 Conduit 4in PVC

Quantity: 20000 UOM: Ft Price: $1.59 Total: $31,800.00

Manufacturer: CB9

62 Additional 4in PVC Conduit in Trench

Quantity: 20000 UOM: Ft Price: $1.59 Total: $31,800.00

Manufacturer: CB10

63 Conduit 6in PVC

Quantity: 20000 UOM: Ft Price: $2.16 Total: $43,200.00

Manufacturer: CB11

64 Additional 6in PVC Conduit in Trench

Quantity: 12000 UOM: Ft Price: $2.16 Total: $25,920.00

Manufacturer: CB12

65 Bank of two 6in, two 4in, two 2in, and two 1in installed in conduit spacers

Quantity: 5000 UOM: Ft Price: $6.33 Total: $31,650.00

Manufacturer: CB13

66 Bank of three 6in, three 4in, three 2in, and two 1in installed in conduit spacers

Quantity: 1000 UOM: Ft Price: $8.03 Total: $8,030.00

Manufacturer: CB14

67 Conduit 1in PVC 90 degree sweep

Quantity: 500 UOM: Ea Price: $5.81 Total: $2,905.00

Manufacturer: CB15

68 Conduit 2in PVC 90 degree sweep

Quantity: 1000 UOM: Ea Price: $6.59 Total: $6,590.00

Manufacturer: CB16

69 Conduit 2 & 1/2 in PVC 90 degree sweep

Quantity: 1000 UOM: Ea Price: $7.41 Total: $7,410.00

Manufacturer: CB17

70 Conduit 3in PVC 90 degree sweep

Quantity: 5 UOM: Ea Price: $6.17 Total: $30.85

Manufacturer: CB18

71 Conduit 4in PVC 90 degree sweep

Quantity: 1000 UOM: Ea Price: $10.55 Total: $10,550.00

Manufacturer: CB19

72 Conduit 6in PVC 90 degree sweep

Quantity: 1000 UOM: Ea Price: $12.66 Total: $12,660.00

Manufacturer: CB20

73	Multiple Conduit Installations in 18in to 36in Trench (Continued)					
74	Conduit 2in PVC 45 degree sweep					
	Quantity: 50	UOM: Ea		Price: $6.59	Total:	$329.50
	Manufacturer: CB21					
75	Conduit 2 & 1/2 in PVC 45 degree sweep					
	Quantity: 50	UOM: Ea		Price: $7.41	Total:	$370.50
	Manufacturer: CB22					
76	Conduit 3in PVC 45 degree sweep					
	Quantity: 1	UOM: Ea		Price: $6.17	Total:	$6.17
	Manufacturer: CB23					
77	Conduit 4in PVC 45 degree sweep					
	Quantity: 200	UOM: Ea		Price: $10.55	Total:	$2,110.00
	Manufacturer: CB24					
78	Conduit 6in PVC 45 degree sweep					
	Quantity: 200	UOM: Ea		Price: $12.66	Total:	$2,532.00
	Manufacturer: CB25					
79	Conduit 4in PVC 22 & 1/2 degree sweep					
	Quantity: 100	UOM: Ea		Price: $8.44	Total:	$844.00
	Manufacturer: CB26					
80	Conduit 6in PVC 22 & 1/2 degree sweep					
	Quantity: 100	UOM: Ea		Price: $10.08	Total:	$1,008.00
	Manufacturer: CB27					
81	Primary and Secondary Conductor Installation					
82	Cable, Cu UF SOL, 12/2 awg Secondary					
	Quantity: 2500	UOM: Ft		Price: $0.62	Total:	$1,550.00
	Manufacturer: CI1					
83	Cable, Al #6 Duplex					
	Quantity: 5000	UOM: Ft		Price: $0.72	Total:	$3,600.00
	Manufacturer: CI2					
84	Cable, Al 4/0 4/0 2/0 Secondary					
	Quantity: 70000	UOM: Ft		Price: $1.34	Total:	$93,800.00
	Manufacturer: CI3					

85 Cable, 350, 350, 4/0 Secondary

Quantity: 10000 UOM: Ft Price: $1.59 Total: $15,900.00

Manufacturer: CI4

86 Cable, # 2 Al 15 kV Single Phase Pull

Quantity: 100000 UOM: Ft Price: $1.00 Total: $100,000.00

Manufacturer: CI5

87 Cable, # 1/0 Al 15 kV Single Phase Pull

Quantity: 500 UOM: Ft Price: $0.77 Total: $385.00

Manufacturer: CI6

88 Cable, #4/0 Al 15 kV Single Phase Pull

Quantity: 500 UOM: Ft Price: $1.34 Total: $670.00

Manufacturer: CI7

89 Cable, #2 Al 15 kV Three Phase Pull

Quantity: 25000 UOM: Ft Price: $2.16 Total: $54,000.00

Manufacturer: CI8

90 Cable, #1/0 Al 15 kV Three Phase Pull

Quantity: 1000 UOM: Ft Price: $1.65 Total: $1,650.00

Manufacturer: CI9

91 Cable, # 4/0 Al 15 kV Three Phase Pull

Quantity: 10000 UOM: Ft Price: $3.19 Total: $31,900.00

Manufacturer: CI10

92 Cable, 250 MCM Cu 15 kV Three Phase Pull (Includes 4/0 bare neutral)

Quantity: 1000 UOM: Ft Price: $2.11 Total: $2,110.00

Manufacturer: CI11

93 Cable, 500 MCM Cu 15 kV Three Phase Pull (Includes 4/0 bare neutral)

Quantity: 15000 UOM: Ft Price: $3.19 Total: $47,850.00

Manufacturer: CI12

94 Cable, 750 MCM Cu 15 kV Three Phase Pull (Includes 4/0 bare neutral)

Quantity: 150000 UOM: Ft Price: $7.41 Total: $1,111,500.00

Manufacturer: CI13

95 Cable, 8 Triplex Cu

Quantity: 2000 UOM: Ft Price: $0.46 Total: $920.00

Manufacturer: CI14

96	Install Fault Indicator Single Phase					
	Quantity: 700	UOM: Ea		Price: $11.32	Total:	$7,924.00
	Manufacturer: CI15					
97	Install Fault Indicator Three Phase					
	Quantity: 400	UOM: Set		Price: $17.49	Total:	$6,996.00
	Manufacturer: CI16					
98	Multiple Duct Bank Tagging of Conductors in Multiple Duct Banks (individual conduits and cables shall be included in base bid)					
	Quantity: 40	UOM: Ea		Price: $4.22	Total:	$168.80
	Manufacturer: CI17					
99	Terminations					
100	Elbow, Loadbreak #2 AL 220 mil 15 kV					
	Quantity: 1000	UOM: Ea		Price: $73.78	Total:	$73,780.00
	Manufacturer: T1					
101	Elbow, Loadbreak #1/0 AL 220 mil 15 kV					
	Quantity: 20	UOM: Ea		Price: $58.96	Total:	$1,179.20
	Manufacturer: T2					
102	Elbow, Loadbreak #4/0 AL 220 mil 15 kV					
	Quantity: 500	UOM: Ea		Price: $95.18	Total:	$47,590.00
	Manufacturer: T3					
103	Elbow, T Nonloadbreak 250 MCM or 4/0 15 kV					
	Quantity: 30	UOM: Ea		Price: $84.17	Total:	$2,525.10
	Manufacturer: T4					
104	Elbow, T Nonloadbreak 500 MCM 15 kV					
	Quantity: 60	UOM: Ea		Price: $105.27	Total:	$6,316.20
	Manufacturer: T5					
105	Elbow, T Nonloadbreak 750 MCM 15 kV					
	Quantity: 300	UOM: Ea		Price: $157.95	Total:	$47,385.00
	Manufacturer: T6					
106	Termination Rack / Utility Pole single phase # 2					
	Quantity: 150	UOM: Ea		Price: $478.49	Total:	$71,773.50
	Manufacturer: T7					

107	Termination Rack / Utility Pole vee phase # 2					
	Quantity: 4	UOM: Ea	Price:	$463.05	Total:	$1,852.20
	Manufacturer:	T8				
108	Termination Rack / Utility Pole 3 phase # 2					
	Quantity: 50	UOM: Ea	Price:	$792.33	Total:	$39,616.50
	Manufacturer:	T9				
109	Termination Rack / Utility Pole single phase #1/0					
	Quantity: 10	UOM: Ea	Price:	$378.67	Total:	$3,786.70
	Manufacturer:	T10				
110	Termination Rack on a Utility Pole vee phase # 1/0					
	Quantity: 5	UOM: Ea	Price:	$420.86	Total:	$2,104.30
	Manufacturer:	T11				
111	Termination Rack on a Utility Pole 3 phase # 1/0					
	Quantity: 5	UOM: Ea	Price:	$631.60	Total:	$3,158.00
	Manufacturer:	T12				
112	Termination Rack / Utility Pole single phase #4/0					
	Quantity: 1	UOM: Ea	Price:	$378.67	Total:	$378.67
	Manufacturer:	T13				
113	Termination Rack on a Utility Pole vee phase # 4/0					
	Quantity: 1	UOM: Ea	Price:	$420.86	Total:	$420.86
	Manufacturer:	T14				
114	Termination Rack on a Utility Pole 3 phase # 4/0					
	Quantity: 25	UOM: Ea	Price:	$792.33	Total:	$19,808.25
	Manufacturer:	T15				
115	Termination Rack on a Utility Pole 3 phase 250MCM					
	Quantity: 5	UOM: Ea	Price:	$1,093.83	Total:	$5,469.15
	Manufacturer:	T16				
116	Termination Rack on a Utility Pole 3 phase 500 MCM					
	Quantity: 30	UOM: Ea	Price:	$1,178.21	Total:	$35,346.30
	Manufacturer:	T17				
117	Termination Rack on a Utility Pole 3 phase 750MCM					
	Quantity: 100	UOM: Ea	Price:	$1,594.95	Total:	$159,495.00
	Manufacturer:	T18				

118 600 - 200 AMP Plug Adapter

Quantity: 210 UOM: Ea Price: $11.32 Total: $2,377.20

Manufacturer: T19

119 Insulated Plugs/Deadend Plugs

Quantity: 50 UOM: Ea Price: $11.32 Total: $566.00

Manufacturer: T20

120 Splice, #2 AL 220 mil 15 kV

Quantity: 50 UOM: Ea Price: $154.35 Total: $7,717.50

Manufacturer: T21

121 Splice, #1/0 AL 220 mil 15 kV

Quantity: 5 UOM: Ea Price: $121.42 Total: $607.10

Manufacturer: T22

122 Splice, #4/0 AL 220 mil 15 kV

Quantity: 25 UOM: Ea Price: $154.35 Total: $3,858.75

Manufacturer: T23

123 Splice, 250 MCM or 4/0 15 kV

Quantity: 25 UOM: Ea Price: $125.54 Total: $3,138.50

Manufacturer: T24

124 Splice, 500 MCM 15 kV

Quantity: 30 UOM: Ea Price: $138.92 Total: $4,167.60

Manufacturer: T25

125 Splice, 750 MCM 15 kV

Quantity: 150 UOM: Ea Price: $185.22 Total: $27,783.00

Manufacturer: T26

126 Indoor Termination 250MCM

Quantity: 30 UOM: Ea Price: $168.24 Total: $5,047.20

Manufacturer: T27

127 Indoor Termination 500MCM

Quantity: 60 UOM: Ea Price: $168.24 Total: $10,094.40

Manufacturer: T28

128 Indoor Termination 750MCM

Quantity: 200 UOM: Ea Price: $210.95 Total: $42,190.00

Manufacturer: T29

129	Arresters					
130	Arrester Elbow, 10 kV					
	Quantity: 300	UOM: Ea	Price:	$14.41	Total:	$4,323.00
	Manufacturer: A1					
131	Arrester, Bushing 10 kV					
	Quantity: 90	UOM: Ea	Price:	$14.41	Total:	$1,296.90
	Manufacturer: A2					
132	Arrester, Parking Stand 10 kV					
	Quantity: 30	UOM: Ea	Price:	$14.41	Total:	$432.30
	Manufacturer: A3					
133	Manholes and Vaults					
134	2 Way Manhole 12ft X 12ft X 9ft with 5ft of Cover					
	Quantity: 4	UOM: Ea	Price:	$4,160.00	Total:	$16,640.00
	Manufacturer: V1					
135	4 Way Manhole 12ft X 12ft X 9ft with 5ft of Cover					
	Quantity: 4	UOM: Ea	Price:	$4,160.00	Total:	$16,640.00
	Manufacturer: V2					
136	3 Way Manhole 12ft X 10ft X 9ft with 5ft of Cover					
	Quantity: 5	UOM: Ea	Price:	$4,160.00	Total:	$20,800.00
	Manufacturer: V3					
137	Additional foot of cover for 4 Way or 3 Way to 10ft					
	Quantity: 10	UOM: Ft	Price:	$735.74	Total:	$7,357.40
	Manufacturer: V4					
138	Polymer Concrete Vault 4ftW X 5ftD x 8ftL Surface Mount					
	Quantity: 120	UOM: Ea	Price:	$958.00	Total:	$114,960.00
	Manufacturer: V5					
139	Polymer Concrete Vault 4ftW X 5ftD x 6ftL Surface Mount					
	Quantity: 5	UOM: Ea	Price:	$874.65	Total:	$4,373.25
	Manufacturer: V6					

140	Polymer Concrete Vault 3ftW X 5ftD x 5ftL Surface Mount					
	Quantity: 30	UOM: Ea		Price: $589.62	Total:	$17,688.60
	Manufacturer: V7					
141	Polymer Concrete Vault 4ftW X 4ftD x 4ftL Surface Mount					
	Quantity: 5	UOM: Ea		Price: $442.06	Total:	$2,210.30
	Manufacturer: V8					
142	Polymer Concrete Box 13inW X 18inD x 24inL Surface Mount					
	Quantity: 12	UOM: Ea		Price: $210.43	Total:	$2,525.16
	Manufacturer: V9					
143	Polymer Concrete Box 12inW X 12inD x 12inL Surface Mount					
	Quantity: 100	UOM: Ea		Price: $133.77	Total:	$13,377.00
	Manufacturer: V10					
144	Fiberglass Sleeve, Pri. Connection Cabinet 1 Phase					
	Quantity: 15	UOM: Ea		Price: $159.50	Total:	$2,392.50
	Manufacturer: V11					
145	Fiberglass Sleeve, Pri. Connection Cabinet 3 Phase					
	Quantity: 25	UOM: Ea		Price: $267.54	Total:	$6,688.50
	Manufacturer: V12					
146	Excavation to Access side of a Manhole					
	Quantity: 10	UOM: Ea		Price: $736.76	Total:	$7,367.60
	Manufacturer: V13					
147	Excavation to Access side of a Vault					
	Quantity: 10	UOM: Ea		Price: $368.38	Total:	$3,683.80
	Manufacturer: V14					
148	6in Conduit Entry into Manhole					
	Quantity: 6	UOM: Ea		Price: $147.15	Total:	$882.90
	Manufacturer: V15					
149	4in Conduit Entry into Manhole					
	Quantity: 6	UOM: Ea		Price: $126.57	Total:	$759.42
	Manufacturer: V16					
150	2 1/2in Conduit Entry into Manhole					
	Quantity: 6	UOM: Ea		Price: $104.96	Total:	$629.76
	Manufacturer: V17					

151
2in Conduit Entry into Manhole
Quantity: 6 UOM: Ea Price: $104.96 Total: $629.76
Manufacturer: V18

152
6in Conduit Entry into Vault
Quantity: 6 UOM: Ea Price: $126.57 Total: $759.42
Manufacturer: V19

153
4in Conduit Entry into Vault
Quantity: 6 UOM: Ea Price: $84.38 Total: $506.28
Manufacturer: V20

154
2 1/2in Conduit Entry into Vault
Quantity: 6 UOM: Ea Price: $62.77 Total: $376.62
Manufacturer: V21

155
2in Conduit Entry into Vault
Quantity: 6 UOM: Ea Price: $62.77 Total: $376.62
Manufacturer: V22

156
Installation of 4ft x 6ft Concrete Pull Box
Quantity: 150 UOM: Ea Price: $2,000.00 Total: $300,000.00
Manufacturer: V23

157
Installation of 3ft x 5ft Concrete Pull Box
Quantity: 75 UOM: Ea Price: $1,750.00 Total: $131,250.00
Manufacturer: V24

158
Installation of Fiber Communications Box
Quantity: 50 UOM: Ea Price: $432.18 Total: $21,609.00
Manufacturer: V25

159
Foundations

160
Transformer Pad 48in X 54in Fibercrete
Quantity: 350 UOM: Ea Price: $185.22 Total: $64,827.00
Manufacturer: P1

161
Switch Gear Pad 7ft x 7ft x 3ft
Quantity: 50 UOM: Ea Price: $746.03 Total: $37,301.50
Manufacturer: P2

162	Transformer Pad 83in X 83in Old Castle					
	Quantity: 10	UOM: Ea	Price:	$637.98	Total:	$6,379.80
	Manufacturer:	P3				
163	Equipment					
164	Secondary Connection Pedestal					
	Quantity: 600	UOM: Ea	Price:	$97.76	Total:	$58,656.00
	Manufacturer:	E1				
165	Single Phase Transformer on Pad					
	Quantity: 350	UOM: Ea	Price:	$400.00	Total:	$140,000.00
	Manufacturer:	E2				
166	Three Phase Transformer on Pad up to 500KVA					
	Quantity: 30	UOM: Ea	Price:	$1,300.00	Total:	$39,000.00
	Manufacturer:	E3A				
167	Three Phase Transformer on Pad above 500KVA up to 1500KVA					
	Quantity: 20	UOM: Ea	Price:	$3,189.90	Total:	$63,798.00
	Manufacturer:	E3B				
168	Three Phase Transformer on Pad above 1500KVA					
	Quantity: 10	UOM: Ea	Price:	$5,350.80	Total:	$53,508.00
	Manufacturer:	E3C				
169	Switch Gear on Pad - (PME Gear)					
	Quantity: 75	UOM: Ea	Price:	$535.08	Total:	$40,131.00
	Manufacturer:	E4				
170	Primary 1 Phase Sectionalizing Pedestal on Sleeve					
	Quantity: 15	UOM: Ea	Price:	$164.64	Total:	$2,469.60
	Manufacturer:	E5				
171	Primary 3 Phase Sectionalizing Pedestal on Sleeve					
	Quantity: 20	UOM: Ea	Price:	$267.54	Total:	$5,350.80
	Manufacturer:	E6				
172	Fused Cabinet					
	Quantity: 5	UOM: Ea	Price:	$421.89	Total:	$2,109.45
	Manufacturer:	E7				

173	Fused Cabinet Sleeve					
	Quantity: 5	UOM: Ea	Price: $535.08	Total: $2,675.40		
	Manufacturer: E8					
174	Other					
175	20 Ft Concrete Pole and Street Light, 976 pounds					
	Quantity: 400	UOM: Ea	Price: $411.60	Total: $164,640.00		
	Manufacturer: SL1					
176	35 Ft Concrete Pole and Street Light 1,750 pounds					
	Quantity: 250	UOM: Ea	Price: $463.05	Total: $115,762.50		
	Manufacturer: SL2					
177	45 Ft Fiberglass Pole and Street Light					
	Quantity: 25	UOM: Ea	Price: $427.04	Total: $10,676.00		
	Manufacturer: SL3					
178	Streetlight Poles with either bases or anchor cages on streetlights					
	Quantity: 50	UOM: Ea	Price: $463.05	Total: $23,152.50		
	Manufacturer: SL4					
179	Antique Streetlight Poles with anchor cages/poured foundations					
	Quantity: 100	UOM: Ea	Price: $950.00	Total: $95,000.00		
	Manufacturer: SL5					
180	Service Installation					
181	Install 2.5in conduit with underground secondary conductors and warning tape.					
	Quantity: 50000	UOM: Ft	Price: $8.00	Total: $400,000.00		
	Manufacturer: S1					
182	Secondary Riser					
	Quantity: 50	UOM: Ea	Price: $391.02	Total: $19,551.00		
	Manufacturer: S2					
183	Trip charge for additional trips after initial trip					
	Quantity: 30	UOM: Trip	Price: $123.48	Total: $3,704.40		
	Manufacturer: S3					

184	Bore for service installations (Residential)					
	Quantity: 3000	UOM: Ft	Price:	$21.61	Total:	$64,830.00
	Manufacturer: S4					
185	Hourly					
186	Three man crew to perform small projects					
	Quantity: 250	UOM: HR	Price:	$195.00	Total:	$48,750.00
	Manufacturer: M1					
187	Two man crew and backhoe to perform small projects					
	Quantity: 300	UOM: HR	Price:	$180.00	Total:	$54,000.00
	Manufacturer: M2					
188	Three man crew and backhoe to perform medium projects					
	Quantity: 500	UOM: HR	Price:	$260.00	Total:	$130,000.00
	Manufacturer: M3					
189	Four man crew and backhoe to perform large projects					
	Quantity: 500	UOM: HR	Price:	$300.00	Total:	$150,000.00
	Manufacturer: M4					
190	Dump truck used on projects where all excavated material is hauled off					
	Quantity: 300	UOM: HR	Price:	$67.91	Total:	$20,373.00
	Manufacturer: M5					
191	Large Track Hoe per day					
	Quantity: 25	UOM: Ea	Price:	$936.39	Total:	$23,409.75
	Manufacturer: M6					
192	Large Track Hoe per week					
	Quantity: 10	UOM: Ea	Price:	$2,804.03	Total:	$28,040.30
	Manufacturer: M7					
193	Delivery & Pickup of Large Track Hoe					
	Quantity: 35	UOM: Ea	Price:	$262.40	Total:	$9,184.00
	Manufacturer: M8					
194	Aluminum Trench Box per day					
	Quantity: 25	UOM: Ea	Price:	$366.32	Total:	$9,158.00
	Manufacturer: M8					

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195	Aluminum Trench Box per week					
	Quantity: 10	UOM: Ea		Price: $1,098.97	Total:	$10,989.70
	Manufacturer: M10					
196	Delivery & Pickup of Aluminum Trench Box					
	Quantity: 35	UOM: Ea		Price: $370.44	Total:	$12,965.40
	Manufacturer: M11					
197	Steel Trench Box 8ftHx16ftL per day					
	Quantity: 20	UOM: Ea		Price: $263.42	Total:	$5,268.40
	Manufacturer: M12					
198	Steel Trench Box 8ftHx16ftL per week					
	Quantity: 10	UOM: Ea		Price: $790.27	Total:	$7,902.70
	Manufacturer: M13					
199	Delivery & Pickup of Steel 8ftHx16ftL Trench Box					
	Quantity: 30	UOM: Ea		Price: $368.38	Total:	$11,051.40
	Manufacturer: M14					

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EXHIBIT H

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

FX5 UTILITY CONSTRUCTION, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5

Signature of vendor doing business with the governmental entity

3/12/2021

Date

DocuSign

Certificate Of Completion

Envelope Id: DA64537AEFA14BB7BEC353A5975A49F8
Status: Completed
Subject: Please DocuSign: City Council Contract 7633 - Underground Electric Installation
Source Envelope:
Document Pages: 99
Signatures: 5
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
4/26/2021 8:18:46 AM
Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 4/28/2021 12:14:48 PM Viewed: 4/28/2021 12:16:19 PM Signed: 4/28/2021 12:18:08 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/28/2021 12:18:12 PM Viewed: 4/30/2021 8:40:14 AM Signed: 4/30/2021 8:41:49 AM
Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 68.185.202.16	Sent: 4/30/2021 8:41:51 AM Viewed: 4/30/2021 9:15:30 AM Signed: 4/30/2021 9:16:38 AM
Billy Ryan b.ryan@fx5utility.com President FX5 Utility Construction, LLC. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/30/2021 10:03:12 AM ID: 0b57a324-e0ed-4d3f-87f9-7034441a2cf5	DocuSigned by: Billy Ryan 0EF332BE93844A1... Signature Adoption: Pre-selected Style Using IP Address: 107.178.13.174	Sent: 4/30/2021 9:16:42 AM Viewed: 4/30/2021 10:03:12 AM Signed: 4/30/2021 10:47:20 AM

Signer Events	Signature	Timestamp
Antonio Puente Antonio.Puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Antonio Puente E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/30/2021 10:47:22 AM Viewed: 4/30/2021 11:13:01 AM Signed: 4/30/2021 11:13:19 AM
Electronic Record and Signature Disclosure: Accepted: 4/30/2021 11:13:01 AM ID: b09e88e4-417b-4a5f-9a11-f7c4772b97e7		
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.10	Sent: 4/30/2021 11:13:21 AM Viewed: 5/19/2021 8:37:25 AM Signed: 5/19/2021 8:38:06 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/19/2021 8:38:08 AM Viewed: 5/19/2021 8:38:48 AM Signed: 5/19/2021 8:38:54 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 47.184.66.131	Sent: 5/19/2021 8:38:58 AM Viewed: 5/19/2021 8:44:13 AM Signed: 5/19/2021 8:44:42 AM
Electronic Record and Signature Disclosure: Accepted: 5/19/2021 8:44:13 AM ID: 55c8985b-fac9-4177-a1c7-8c8094e1b52a		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/28/2021 12:18:12 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/30/2021 11:13:21 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/30/2021 11:13:21 AM Viewed: 4/30/2021 11:32:24 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/19/2021 8:44:44 AM Viewed: 5/19/2021 9:19:13 AM
Ralph Patterson Rowdy.patterson@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/18/2021 3:59:50 PM ID: 1396b4a2-9668-4e2a-b1c7-69d4f57d089e	COPIED	Sent: 5/19/2021 8:44:45 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/28/2021 12:14:48 PM
Certified Delivered	Security Checked	5/19/2021 8:44:13 AM
Signing Complete	Security Checked	5/19/2021 8:44:42 AM
Completed	Security Checked	5/19/2021 8:44:45 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

Docusign Envelope ID: E454D374-6059-4503-AF26-5F7971499B70

DocuSign Transmittal Coversheet

File Name	7633 – Underground Electric Installation, Extension
Purchasing Contact	Christa Christian

Docusign Envelope ID: E454D374-6059-4503-AF26-5F7971499B70

Procurment

901-B Texas Street, Denton, TX 76209 • (940) 349-7100

January 20, 2026

January 28, 2025
Mr. Billy Ryan
FX5 Utility Construction, LLC
PO Box 1297
Decatur, TX 76234
b.ryan@fx5utility.com

Ref: Extension of Contract # 7633 – Underground Electric Installation

Dear Mr. Ryan:

The City of Denton would like to extend the above referenced contract through Nov 17, 2026, with all pricing, terms and conditions, and contract's not-to-exceed amount remaining the same. If you are in agreement, please sign this letter.

We look forward to continuing to work with your company.

If you have any questions, please contact the Purchasing Office at (940) 349-7100 or purchasing@cityofdenton.com.

Sincerely,

DocuSigned by:
Christa Christian
6A8263DE08F4429...
Christa Christian, CPPB
Purchasing Supervisor

DocuSigned by:
Billy Ryan
65228446013349 6...
Billy Ryan
Authorized Rep.

1/20/2026
Date

Certificate Of Completion

Envelope Id: E454D374-6059-4503-AF26-5F7971499B70
Status: Completed
Subject: ***Purchasing Approval***7633 – Underground Electric Installation, Extension
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
1/20/2026 12:29:53 PM
Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Christa Christian 6A8263DE08F4429... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 1/20/2026 12:44:33 PM Viewed: 1/20/2026 12:45:32 PM Signed: 1/20/2026 12:45:53 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Billy Ryan b.ryan@fx5utility.com President & COO FX5 Utility Construction LLC. Security Level: Email, Account Authentication (None)	DocuSigned by: Billy Ryan 652284460133496... Signature Adoption: Pre-selected Style Using IP Address: 107.178.13.174	Sent: 1/20/2026 12:45:54 PM Viewed: 1/20/2026 12:50:22 PM Signed: 1/20/2026 3:33:43 PM
Electronic Record and Signature Disclosure: Accepted: 1/20/2026 12:50:22 PM ID: 2671b63f-2549-4fef-a3a7-58dfbef870b0		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Ralph Patterson Rowdy.patterson@cityofdenton.com Electric Line Division Manager Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/20/2026 3:33:44 PM
Electronic Record and Signature Disclosure: Accepted: 1/8/2026 11:21:44 AM ID: 4e2a1c2b-4750-4ed8-a5fa-a541ecffb1c1		

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 1/20/2026 3:33:45 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/20/2026 12:44:33 PM
Certified Delivered	Security Checked	1/20/2026 12:50:22 PM
Signing Complete	Security Checked	1/20/2026 3:33:43 PM
Completed	Security Checked	1/20/2026 3:33:45 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT EXTENSION BETWEEN THE CITY OF DENTON AND FX5 UTILITY CONSTRUCTION LLC THROUGH NOVEMBER 18, 2027, FOR UNDERGROUND ELECTRIC INSTALLATION FOR DENTON MUNICIPAL ELECTRIC; AND DECLARING AN EFFECTIVE DATE (RFP 7633 – EXTENDING A CONTRACT WITH FX5 UTILITY CONSTRUCTION LLC, TO NOVEMBER 18, 2027).

WHEREAS, Ordinance 21-889 authorized a contract to FX5 Utility Construction LLC for Underground Electric Installation for Denton Municipal Electric, which is on file in the office of the Purchasing Agent; and

WHEREAS, on January 20, 2026, Purchasing awarded a contract extension to FX5 Utility Construction LLC, to extend the contract to November 17, 2026; and

WHEREAS, the staff having recommended, and the City Manager having recommended to the City Council that an extension to the existing purchasing authority approved by Ordinance 21-889 be authorized between the City and FX5 Utility Construction LLC, to expire on November 18, 2027; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council finds that the action taken herein is in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The authority to receive services from FX5 Utility Construction LLC, authorized by Ordinance 21-889, is hereby extended under RFP 7633 to November 18, 2027.

SECTION 3. The City Council delegates the authority to the City Manager to take any actions that may be required or permitted to be performed by the City of Denton under RFP 7633 to the City Manager or their designee.

SECTION 4: This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 664322E5-8BDC-4400-9D89-C977989599D8

Docusign City Council Transmittal Coversheet

RFP	7633
File Name	Underground Electric Installation, Extension
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 664322E5-8BDC-4400-9D89-C977989599D8

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND FX5 UTILITY CONSTRUCTION, LLC

THIS FIRST AMENDMENT TO CONTRACT 7633 (this "Amendment") by and between the City of Denton, Texas ("City") and FX5 UTILITY CONSTRUCTION LLC ("Contractor") to that certain contract executed on May 18, 2021, in the original not-to-exceed amount of $15,000,000 (the "Agreement"); for services related to **Underground Electric Installation**.

WHEREAS, the City deems it necessary to further extend the contract to continue services provided by Contractor to the City pursuant to the terms of the Agreement, and to provide an additional additional one (1) year term with this Amendment.

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

NOW THEREFORE, the City and Contractor (hereafter collectively referred to as the "Parties"), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. This Amendment modifies the Agreement amount to provide an additional one (1) year term for additional services and materials to be provided in accordance with the terms of the Agreement. The term of the Agreement is extended until November 18, 2027.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

Docusign Envelope ID: 664322E5-8BDC-4400-9D89-C977989599D8

"CONTRACTOR"
FX5 UTILITY CONSTRUCTION LLC

Signed by:
By: Rachel Murray Director Contracts & Client Relations
E58A40B56089414...
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
By: Leah Bush
3A6254145BDA469...

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

Signed by:
Antonio Puente, Jr. Antonio Puente, Jr.
E3760944C2BE4B5...
SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Docusign Envelope ID: 664322E5-8BDC-4400-9D89-C977989599D8

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.
By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

FX5 Utility Construction LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by: Rachel Murray E58A40B56089414

Signature of vendor doing business with the governmental entity

5/4/2026
Date

Docusign Envelope ID: 664322E5-8BDC-4400-9D89-C977989599D8

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

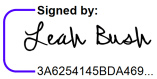
Certificate Of Completion

Envelope Id: 664322E5-8BDC-4400-9D89-C977989599D8
Status: Sent
Subject: Please DocuSign: City Council Contract 7633 - Underground Electric installation, Extension
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
4/15/2026 2:23:53 PM
Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 4/15/2026 2:30:27 PM Viewed: 4/15/2026 2:33:26 PM Signed: 4/15/2026 2:33:37 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 47.186.215.183	Sent: 4/15/2026 2:33:40 PM Viewed: 4/16/2026 8:06:06 AM Signed: 4/16/2026 8:09:17 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/16/2026 8:09:20 AM Viewed: 4/17/2026 10:10:27 AM Signed: 4/17/2026 10:41:14 AM
Rachel Murray r.murray@centerphaseenergy.com Director Contracts & Client Relations Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/4/2026 12:03:27 PM ID: e9e3a7b8-99f9-4a42-a08c-41584d61bdb1	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:a970:890:574:2d15:e0d4:f41c	Sent: 5/4/2026 11:18:05 AM Viewed: 5/4/2026 12:03:27 PM Signed: 5/4/2026 12:04:31 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/4/2026 12:25:48 PM ID: 7a37c843-309d-4a07-bdb0-54e5b27ef373	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/4/2026 12:04:33 PM Viewed: 5/4/2026 12:25:48 PM Signed: 5/4/2026 12:26:07 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/4/2026 12:26:09 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/15/2026 2:33:41 PM
Billy Ryan b.ryan@fx5utility.com President & COO FX5 Utility Construction LLC. Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/4/2026 11:18:09 AM Viewed: 5/4/2026 11:18:59 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Accepted: 5/1/2026 3:20:34 PM ID: ab532799-193a-4bb8-90bf-7cc9007aa0b8		
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/4/2026 12:26:10 PM Viewed: 5/4/2026 4:54:03 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ralph Patterson Rowdy.patterson@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/30/2026 12:16:58 PM ID: 5507a314-8a2c-4283-b891-a68d0ef2acd0		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/15/2026 2:30:27 PM
Envelope Updated	Security Checked	4/17/2026 1:12:43 PM
Envelope Updated	Security Checked	4/17/2026 1:12:43 PM
Envelope Updated	Security Checked	4/17/2026 1:12:43 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute Change Order No. 5 to the contract between the City of Denton and Sundt Construction, Inc., for the construction of the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8094-1 – Change Order No. 5 in the not-to-exceed amount of $1,048,785.81, for a total contract award aggregated to $43,755,993.44). The Public Utilities Board recommends approval (5 - 0).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

Bonnie Brae Phase 3 represents the final phase of the South Bonnie Brae Improvement Project. This phase widens and reconstructs the existing two (2) lane rural roadway into a four (4) lane divided urban concrete street from FM 1515/I-35E to Parvin Road, including a new roadway alignment from Parvin Road to Roselawn Drive that ties into the newly constructed South Bonnie Brae Bridge (Phase 1). Improvements include new underground storm drainage, water and sanitary sewer lines, street lighting, and traffic signals at Roselawn Drive, FM 1515, and IH-35E Frontage Road. The project also provides a five (5) foot sidewalk and a 10-foot multi-use trail on either side of the new roadway.

As part of the utility work, the project upgrades the existing eight (8) inch water line to a 12-inch line between 35E and Willowood on the north end and between Solar Way and Parvin on the south, excluding the section that crosses under the railroad tracks. Due to the age of the eight (8) inch line under the tracks (44 years) and the continuity of the upgraded system is necessary, Water Utilities determined that this remaining segment should also be replaced with a 12-inch line.

Coordination with Pacific Canadian Kansas City Southern (PCKCS, formerly KCS) determined that the new 12-inch water line must be installed in a separate bore and cannot utilize the existing bore location. PCKCS also requires additional survey work and settlement monitoring of the track area within the bore section through this portion of the work. Change Order No. 5 will include the cost associated with this work, including PCKCS requirements, in the amount of $1,117,169.86. This change order also includes other costs related to quantity adjustments to roadway, drainage, and driveway items, resulting in a decrease of $68,384.05, for a total net change of $1,048,785.81. This change order does not require any additional days.

Prior authorized change orders for this project are as follows:

- On June 17, 2024, Change Order No. 1 was approved by Purchasing in the amount of $44,157 to remove contraflow equipment and correct quantities in both water and drainage items vetted through the submittal process.
- On December 9, 2024, Change Order No. 2 was approved by Purchasing in the amount of $365,742, which included field changes due to utility conflicts and changes to the bore location for sanitary sewer under the PCKCS railroad and additional water improvements requested by Water Utilities to tie-in to the new work at the I-35 widening project.
- On April 15, 2025, City Council approved Change Order No. 3 in the amount of $2,388,362.16 to cover costs related to the 377-day delay of the Enlink gas line relocation and abandonment of the existing line in the path of the new alignment of Bonnie Brae between Parvin and Roselawn.
- On October 24, 2025, Change Order No. 4 was approved by Purchasing in the amount of $359,778.62, which included costs related to quantity over and under-runs as well as work performed under time and material due to field conditions differing from the project plans.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 15, 2023, City Council approved a contract with Sundt Construction, Inc., in the not-to-exceed amount of $40,318,845.47 (Ordinance 23-1524).

On June 17, 2024, Purchasing approved Change Order No. 1 with Sundt Construction, Inc., approving the use of contingency in the amount of $44,157.

On December 9, 2024, Purchasing approved Change Order No. 2 with Sundt Construction, Inc., approving the use of contingency in the amount of $365,742.

On April 15, 2025, City Council approved Change Order No. 3 with Sundt Construction Inc., in the not-to-exceed amount of $2,388,362.16 (Ordinance 25-640).

On October 24, 2025, Purchasing approved Change Order No. 4 with Sundt Construction, Inc., in the not-to-exceed amount of $359,778.62.

On June 8, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Approve Change Order No. 5 with Sundt Construction, Inc., for the construction of the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department, in a not-to-exceed amount of $1,048,785.81, for the contract aggregated to $43,755,993.44.

PRINCIPAL PLACE OF BUSINESS

Sundt Construction, Inc.
Irving, TX

ESTIMATED SCHEDULE OF PROJECT

This project is estimated to be complete in November 2026.

FISCAL INFORMATION

These services will be funded from Water Projects Fund C.O. project account 630510523.1360.40100. Purchase Order #205669 will be revised to include Change Order No. 5 amount of $1,048,785.81. The total amended amount of this contract is $43,755,993.44.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance, Contract, Ordinance, and Change Orders 1-4
Exhibit 3: Ordinance and Change Order No. 5

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Robin Davis, 940-349-7713.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 23-1524

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SUNDT CONSTRUCTION, INC., FOR THE BONNIE BRAE PHASE 3 WIDENING AND RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (CSP 8094-1 – AWARDED TO SUNDT CONSTRUCTION, INC., IN THE NOT-TO-EXCEED AMOUNT OF $40,318,845.47).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the competitive sealed proposals; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered competitive sealed proposal for materials, equipment, supplies, or services shown in the "Competitive Sealed Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the competitive sealed proposal.

CSP NUMBER	CONTRACTOR	AMOUNT
8094-1	Sundt Construction, Inc.	$40,318,845.47

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish

to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Joe Holland and seconded by Vicki Byrd. This ordinance was passed and approved by the following vote [6 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Paul Meltzer, District 3:	✓			
Joe Holland, District 4:	✓			
Brandon Chase McGee, At Large Place 5:	✓			
Chris Watts, At Large Place 6:			✓	

PASSED AND APPROVED this the 15th day of August, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2023.08.02 11:27:43 -05'00'

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Docusign City Council Transmittal Coversheet

RFP	8094-1
File Name	Bonnie Brae Phase 3 Widening & Reconstruction
Purchasing Contact	Cori Power
City Council Target Date	AUGUST 15, 2023
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	23-1524

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SECTION 00 52 44
AGREEMENT - CSP

THIS AGREEMENT, authorized on 08/15/2023 is made by and between the City of Denton, a Texas home rule municipal corporation**,** acting by and through its duly authorized City Manager**,** ("City"), and **Sundt Construction, Inc.,** authorized to do business in Texas, acting by and through its duly authorized representative, ("Contractor").

City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

Article 2. PROJECT

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Bonnie Brae Phase 3 Widening & Reconstruction

CSP 8094-1

Article 3. CONTRACT PRICE

City agrees to pay Contractor for performance of the Work in accordance with the Contract Documents an amount, in current funds, of Thirty-Eight Million Three Hundred Ninety-Eight Thousand Nine Hundred Dollars and 45/100 Cents ($38,398,900.45). At the sole option of the City, five (5) percent contingency in the amount of One Million Nine Hundred Nineteen Thousand Nine Hundred Forty-Five Dollars and 02/100 Cents ($1,919,945.02) may be used for a total not-to-exceed amount of Forty Million Three Hundred Eighteen Thousand Eight Hundred Forty-Five Dollars and 47/100 Cents ($40,318,845.47).

Article 4. CONTRACT TIME

4.1 Time is of the essence.

All time limits for Milestones, if any, Substantial Completion and Final Acceptance as stated in the Contract Documents are of the essence to this Contract.

4.2 Substantial Completion.

The Work will be Substantially Complete, as defined in the Supplementary Conditions, within *730* Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

4.3 Final Acceptance.

The Work will be complete for Final Acceptance within *912* Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

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4.4 Liquidated Damages:

A. Contractor recognizes that *time is of the essence* to achieve Milestones, Substantial Completion, and Final Acceptance of the Work, and City will suffer financial and other losses if the Work is not completed within the times specified in the Contract Documents. The Contractor also recognizes the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work related to the Milestones, Substantial Completion, or Final Acceptance is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: If the Contractor neglects, refuses, or fails to achieve Substantial Completion, as defined in the Supplementary Conditions, within the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2, Contractor shall pay City *One Thousand Dollars and 00/100 Cents* ($*1,000.00*) for each day that expires after such time, until Substantial Completion is achieved.
2. *Final Acceptance*: If Contractor neglects, refuse, or fails to complete the Work within the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.3, for completion and readiness for Final Payment, Contractor shall pay City *One Thousand Five Hundred Dollars and 00/100 Cents* ($*1,500.00*) for each day that expires after such time, until the date determined by City as stated in the City-issued Letter of Final Acceptance.

Article 5. CONTRACT DOCUMENTS

5.1 CONTENTS:

A. The Contract comprises the entire agreement between City and Contractor concerning the Work and consists of this Agreement and the items set forth below. The Contract Documents consist of all items below other than this Agreement:

1. Attachments to this Agreement:
   a. Proposal Form
      1) Proposal Form
      2) Unit Price Proposal Form
      3) Vendor Compliance to State Law Non-Resident Offeror
      4) State and Federal documents (*project specific)*
   b. Current Prevailing Wage Rate Table
   c. Worker's Compensation Affidavit
   d. General Conditions.
   e. Supplementary Conditions.
2. The following located in File *8094-1* at:

   https://lfpubweb.cityofdenton.com/MaterialsManagement/Browse.aspx?id=19&dbid=0&repo=MaterialsManagement&cr=1

   a. Specifications described in the Table of Contents (Section 00 00 00) of the Project's Contract Documents.
   b. Drawings.
   c. Addenda.
   d. Documentation submitted by Contractor prior to Notice of Award.

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3. The following which shall be issued after the Effective Date of this Agreement and delivered to the City within ten (10) days of the Effective Date and before beginning Work:
   a. Payment Bond
   b. Performance Bond
   c. Maintenance Bond
   d. Power of Attorney for the Bonds
   e. Form 1295 – Certificate of Interested Parties (email to City's Materials Management department)
   f. Insurance Certificate
4. Specifications specifically made a part of the Contract Documents by attachment or, if not attached, as incorporated by reference and described in the Table of Contents of the Project's Contract Documents.
5. The following which may be delivered or issued after the Effective Date of the Agreement and, if issued, become an incorporated part of the Contract Documents:
   a. Notice to Proceed.
   b. Field Orders.
   c. Change Orders.
   d. Letter of Final Acceptance.

Article 6. INDEMNIFICATION

6.1 Contractor covenants and agrees to indemnify, hold harmless and defend, at its own EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION SHALL ONLY APPLYTO THE EXTENTTHE ABOVE ARE CAUSED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

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6.2 CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR, LOSS OF, DAMAGE TO, OR DESTRUCTION OF, PROPERTY OF THE CITY OR OF A THIRD PARTY, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION SHALL ONLY APPLYTO THE EXTENTTHE ABOVE ARE CAUSED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

Article 7. MISCELLANEOUS

7.1 Capitalized Terms.

Unless otherwise stated herein, capitalized terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

7.2 Assignment of Contract.

This Agreement, including all of the Contract Documents may not be assigned by the Contractor without the advance express written consent of the City.

7.3 Successors and Assigns.

City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Severability.

Any provision or part of the Contract Documents held to be unconstitutional, void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

7.5 Venue and Waiver of Sovereign Immunity.

This Agreement, including all of the Contract Documents is performable in the State of Texas. Venue shall be in the state district courts of Denton County, Texas. The City's sovereign immunity is waived only to the extent set forth and in accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code or as otherwise specifically waived by law. The City does not waive its sovereign immunity to suit in federal court.

7.6 Authority to Sign.

Contractor hereby certifies that the person signing the Agreement on its behalf is the duly authorized signatory of the Contractor.

7.7 Prohibition on Contracts with Companies Boycotting Israel.

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Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

7.8 Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

7.9 Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations.

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

7.10 Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

7.11 Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

7.12 Immigration Nationality Act.

Contractor shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violations of this provision by Contractor.

7.13 No Third-Party Beneficiaries.

This Agreement gives no rights or benefits to anyone other than the City and the Contractor and there are no third-party beneficiaries.

7.14 No Cause of Action Against Engineer.

Contractor, its subcontractors and equipment and materials suppliers on the Project or their sureties, shall maintain no direct action against the Engineer, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the City will be the beneficiary of any undertaking by the Engineer. The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible to Contractor or any other entity for those duties that belong to the City, and do not relieve Contractor or any other entity of its obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for performing, coordinating and completing all portions of the Work in accordance with the Contract Documents and any health or safety precautions required by such Work. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, City and Contractor have each executed this Agreement to be effective as of the date subscribed by the City's City Manager or his designee ("Effective Date").

CITY OF DENTON

DocuSigned by:
BY: Sara Hensley
5236DB296270423...

TITLE: City Manager

DATE: 08/15/2023

CONTRACTOR
SUNDT CONSTRUCTION, INC.

DocuSigned by:
BY: Jeff Williamson
AB3FE048729D4C4...
AUTHORIZED AGENT

Jeff Williamson
NAME

President - Transportation
TITLE

602 531-4255
PHONE NUMBER

jjwilliams@sundt.com
EMAIL ADDRESS

2023-1044386
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

DocuSigned by:
Trevor Crain
SIGNATURE
7B46EAABU1BCF2...

Trevor Crain
PRINTED NAME

rector of Capital Projects
TITLE

Engineering Services
DEPARTMENT

ATTEST:
JESUS SALAZAR, CITY SECRETARY

DocuSigned by:
Jesus Salazar
2437C77B897541D...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

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SECTION 00 41 01
PROPOSAL FORM - CSP

TO: *Cori Power*
c/o: Purchasing Division
901-B Texas Street
Denton, Texas 76209

FOR: **CSP 8094-1 – Bonnie Brae Phase 3 Widening & Reconstruction**

1 Enter into Agreement

The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City in the form included in the Proposal Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Unit Price Proposal and within the Contract Time indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

2 OFFEROR Acknowledgements and Certification

2.1 In submitting this Proposal, Offeror accepts all of the terms and conditions of the INVITATION TO OFFORERS and INSTRUCTIONS TO OFFORERS, including without limitation those dealing with the disposition of Offeror's Bond.

2.2 Offeror is aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within 14 days of notification of award.

2.3 Offeror certifies that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2.4 Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal.

2.5 Offeror has not solicited or induced any individual or entity to refrain from proposing.

2.6 Offeror has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process.

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of City (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition.

c. "collusive practice" means a scheme or arrangement between two or more Offerors, with or without the knowledge of City, a purpose of which is to establish proposal prices at artificial, non-competitive levels.

d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

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2.7 The Offeror acknowledges and agrees to comply with the requirements of City Ethics Ordinance No. 18-757.

3 Time of Completion

3.1 The Work will be Substantially Complete as defined in the Supplementary Conditions within **730 Days** after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

3.2 The Work will be complete for Final Acceptance within **912 Days** after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

3.3 Offeror accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to obtain Milestones (if applicable), Substantial Completion, and Final Acceptance within the times specified in the Agreement.

4 Attached to this Proposal

4.1 The following documents are attached to and made a part of this Proposal:

a. Section 00 35 14 – Conflict of Interest Affidavit – CSP
b. Section 00 41 01 – This Proposal Form – CSP
c. <u>Section 00 42 44 – Unit Price Proposal Form – CSP – Excel Electronic Copy (either included in the hard copy Proposal, or submitted via Ionwave)</u>
d. Section 00 43 14 – Required Offeror's Bond – CSP, issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.
e. Section 00 43 38 – Proposed Subcontractors Form – CSP
f. Section 00 43 39 – Vendor Compliance to State Law Non-Resident Offeror – CSP
g. Section 00 45 14 – Safety Record Questionnaire – CSP
h. Section 00 45 27 – Contractor Compliance with Workers Compensation Law – CSP
i. Section 00 45 44 – Corporate Resolution of Authorized Signatories – CSP
j. Any additional documents required by Paragraph 12 of Section 00 21 16 – Instructions to Offerors

5 Total Proposal Amount

5.1 Offeror will complete the Work in accordance with the Contract Documents for the following proposal amount. In the space provided below, please enter the total proposed amount for this project. This figure will be read publicly by the City at the proposal opening.

5.2 It is understood and agreed by the Offeror in signing this proposal that the total proposed amount entered below is subject to verification and/or modification by multiplying the unit prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

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5.3 Evaluation of Alternate Proposal Items:

Base Proposal Amount: $38,240,172.90

Alternate Proposal Amount (if any): $158,727.55

Total Proposal Amount: $38,398,900.45

6 Proposal Submittal

6.1 It is understood by Offeror that submission of the total proposal amount is only one of the factors for the City's evaluation process, and that any award of contract will be based on the complete evaluation of the Proposal and Offeror by City under the terms provided in the Instructions to Offerors or any validly issued amendments or addenda.

6.2 This Proposal is submitted on May 24, 2023 by the entity named below.

Respectfully submitted,

By: _____
(Signature)

Jeff Williamson
(Printed Name)

Title: Group President

Company: Sundt Construction, Inc.

Address: 8445 Freeport Pky, Suite 240
Irving, TX 75063

State of Incorporation: Arizona

Email: jjwilliams@sundt.com

Phone: 480.293.3263

Receipt is acknowledged of the following Addenda:	Initial
Addenda No. 1:	JW
Addenda No. 2:	JW
Addenda No. 3:	JW
Addenda No. 4:	JW
Addenda No. 5:	

END OF SECTION

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SECTION 00 42 44 - UNIT PRICE PROPOSAL FORM - CSP

City of Denton Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Cori Power/Purchasing Dept.

From: Sundt Construction, Inc.
8445 Freeport Parkway Suite 240
Irving, TX 75063
Jeff Williamson
480.293.3263
jjwilliams@sundt.com

PROJ.: **Bonnie Brae Phase 3 Widening & Reconstruction**

CSP: **8094-1**

OFFEROR'S APPLICATION - UNIT PRICE PROPOSAL

Item No.	SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
SECTION I - PAVING						
1	01 70 00	MOBILIZATION	1	LS	$ 3,750,000.00	$ 3,750,000.00
2	01 58 13	CAPITAL IMPROVEMENT SIGNS	5	EA	$ 500.00	$ 2,500.00
3	01 57 13	EROSION CONTROL SWPPP	1	LS	$ 225,000.00	$ 225,000.00
4	32 93 00	TOPSOIL IMPORTED	14,510	SY	$ 4.00	$ 58,040.00
5	32 93 00	TOPSOIL NATIVE	28,566	SY	$ 3.25	$ 92,839.50
6	32 93 00	BLOCK SODDING	17,718	SY	$ 6.50	$ 115,167.00
7	TxDOT 164	HYDROMULCH WITH SEEDS	31,315	SY	$ 2.00	$ 62,630.00
8	31 10 00	PREPARING ROW	1	LS	$ 1,312,000.00	$ 1,312,000.00
9	31 23 16	EXCAVATION	42,773	CY	$ 20.00	$ 855,460.00
10	02 41 15	REMOVE EXISTING CONCRETE PAVING	5,759	SY	$ 20.00	$ 115,180.00
11	02 41 15	REMOVE EXISTING ASPHALT PAVING	19,834	SY	$ 6.00	$ 119,004.00
12	31 24 00	EMBANKMENT	57,093	CY	$ 15.00	$ 856,395.00
13	TxDOT 134.6001	BACKFILL	99	STA	$ 600.00	$ 59,400.00
14	32 11 29	12" LIME SLURRY (54LBS/SY)	1,975.9	TON	$ 325.00	$ 642,167.50
15	32 11 29	12" LIME TREATED SUBGRADE	73,180	SY	$ 5.00	$ 365,900.00
16	32 11 23	ROADBED BASE	195	SY	$ 40.00	$ 7,800.00
17	32 13 13	CONCRETE PAVEMENT 6-INCH	890	SY	$ 95.00	$ 84,550.00
18	32 13 13	CONCRETE PAVEMENT 8-INCH	3,224	SY	$ 105.00	$ 338,520.00
19	32 13 13	CONCRETE PAVEMENT 10-INCH	2,825	SY	$ 115.00	$ 324,875.00
20	32 13 13	CONCRETE PAVEMENT 11-INCH	59,272	SY	$ 130.00	$ 7,705,360.00
21	32 12 16	ASPHALT PAVEMENT, TY C, SAC-A, PG64-22, 2"	3,548	SY	$ 30.00	$ 106,440.00
22	32 12 16	ASPHALT PAVEMENT, TY B, PG64-22, 4"	145	SY	$ 40.00	$ 5,800.00
23	32 12 16	ASPHALT PAVEMENT, TY B, PG64-22, 7"	1,704	SY	$ 70.00	$ 119,280.00
24	32 12 16	ASPHALT PAVEMENT, TY B, PG64-22, 10"	1,699	SY	$ 85.00	$ 144,415.00
25	32 16 00	CONCRETE CURB & GUTTER 30-INCH	1,492	LF	$ 45.00	$ 67,140.00
26	32 16 00	CONCRETE RIBBON CURB	662	LF	$ 50.00	$ 33,100.00
27	32 16 00	MONOLITHIC CURB	29,790	LF	$ 7.50	$ 223,425.00
28	32 16 00	5-FOOT SIDEWALK 4-INCH	3,119	SY	$ 105.00	$ 327,495.00
29	32 16 00	10-FOOT SHARED USE PATH 5-INCH	12,946	SY	$ 85.00	$ 1,100,410.00
30	32 16 00	CURB RAMPS TYPE I	4	EA	$ 4,250.00	$ 17,000.00
31	32 16 00	CURB RAMPS TYPE II	22	EA	$ 2,775.00	$ 61,050.00
32	32 16 00	CURB RAMPS TYPE III	6	EA	$ 4,950.00	$ 29,700.00
33	32 13 13	CONCRETE STREET HEADER	349	LF	$ 60.00	$ 20,940.00
34	34 71 13	TRAFFIC CONTROL	30	MO	$ 25,000.00	$ 750,000.00
35	32 12 16	TEMPORARY ASPHALT PAVEMENT, TY B, PG64-22, 6"	4,910	SY	$ 58.50	$ 287,235.00
36	34 71 13	PORTABLE MESSAGE SIGNS (2 Count)	90	WK	$ 280.00	$ 25,200.00
37		OMITTED				
38		OMITTED				
39	32 32 00	RETAINING WALL (SPREAD FOOTING) W/TRAFFIC RAIL TY SSTR	546	SF	$ 160.00	$ 87,360.00
40		OMITTED				
41	32 13 16	4-INCH STAMPED & STAINED CONCRETE	2,755	SY	$ 170.00	$ 468,350.00
42	32 32 00	SIDEWALK RETAINING WALL	337	LF	$ 160.00	$ 53,920.00
43	TxDOT SS5112	REMOVABLE BOLLARD	2	EA	$ 2,750.00	$ 5,500.00
*44	TS-1	HAUL OFF UNSUITABLE MATERIAL	100	LOAD	$ 105.00	$ 10,500.00
*45	TS-2	HAUL OFF LANDFILL QUALITY MATERIAL	100	LOAD	$ 520.00	$ 52,000.00
**46	32 31 00	SMOOTH OR BARBED WIRE FENCE	1,427	LF	$ 22.00	$ 31,394.00
47	01 35 13	KCS RAILROAD COORDINATION & FLAGGING	1	LS	$ 165,000.00	$ 165,000.00

*UNSUITABLE MATERIALS ARE CLASSIFIED AS NON-TRASH MATERIALS - CANNOT BE COMPACTED TO PROPER DENSITIES.
1 LOAD = 27 CY SEMI TRAILER.
**DISCUSS WITH OWNER WHICH TYPE OF FENCING THEY PREFER

END SECTION 1 - PAVING ITEMS **SUBTOTAL** **$21,285,442.00**

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Item No.	SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
SECTION II - DRAINAGE IMPROVEMENTS						
48	31 23 16	Channel Excavation	1,947	CY	$ 15.00	$ 29,205.00
49	32 01 29	Concrete Pavement Repair	327	SY	$ 300.00	$ 98,100.00
50	33 42 11	18" RCP (CL III)	3,025	LF	$ 120.00	$ 363,000.00
51		OMITTED				
52	33 42 11	24" RCP (CL III)	1,401	LF	$ 111.00	$ 155,511.00
53	33 42 11	24" RCP (CL V)	130	LF	$ 150.00	$ 19,500.00
54		OMITTED				
55	33 42 11	30" RCP (CL III)	784	LF	$ 160.00	$ 125,440.00
56	33 42 11	30" RCP (CL V)	148	LF	$ 190.00	$ 28,120.00
57	33 42 11	36" RCP (CL III)	526	LF	$ 260.00	$ 136,760.00
58	33 42 11	42" RCP (CL III)	93	LF	$ 280.00	$ 26,040.00
59	33 42 11	48" RCP (CL III)	1,145	LF	$ 325.00	$ 372,125.00
60		OMITTED				
61	33 42 11	60" RCP (CL III)	851	LF	$ 500.00	$ 425,500.00
61A	33 01 30	Post CCTV Inspecton	9,775	LF	$ 4.00	$ 39,100.00
62	33 42 11	6' X 4' RCB	874	LF	$ 650.00	$ 568,100.00
63	33 42 11	8' X 5' RCB	690	LF	$ 700.00	$ 483,000.00
64	33 42 11	9' X 7' RCB	106	LF	$ 1,200.00	$ 127,200.00
65	33 42 11	6" HDPE Pipe	120	LF	$ 120.00	$ 14,400.00
66	33 42 33	10' Standard Curb Inlet	1	EA	$ 8,500.00	$ 8,500.00
67	33 42 33	10' Recessed Curb Inlet	39	EA	$ 8,750.00	$ 341,250.00
68	33 42 33	20' Channel Inlet	1	EA	$ 25,000.00	$ 25,000.00
69	33 42 33	3' x 3' "Y" Inlet	1	EA	$ 7,000.00	$ 7,000.00
70	33 42 33	4' x 4' "Y" Inlet	2	EA	$ 8,500.00	$ 17,000.00
71	33 42 33	Drop Inlet Type 1	1	EA	$ 7,000.00	$ 7,000.00
72	TxDOT 465	Type M Manhole	21	EA	$ 13,000.00	$ 273,000.00
73	33 42 30	Manhole Type 1-C	2	EA	$ 9,000.00	$ 18,000.00
74	33 42 30	Junction Box Type 1	2	EA	$ 18,000.00	$ 36,000.00
75	33 42 23	"PW" Wingwalls	4	EA	$ 44,750.00	$ 179,000.00
76		OMITTED				
77	33 05 05	Trench Safety	9,268	LF	$ 3.00	$ 27,804.00
78	33 05 05	Cement Stabilized Sand CSS)	77	CY	$ 200.00	$ 15,400.00
79	33 42 23	Connect RCP to Headwall	3	EA	$ 2,500.00	$ 7,500.00
80	31 37 00	5" Class "A" Concrete Rip-Rap	2,026	SY	$ 86.00	$ 174,236.00
81	31 37 00	12" Grouted Rock Rip-Rap	92	SY	$ 275.00	$ 25,300.00
82	31 37 00	18" Grouted Rock Rip-Rap	416	SY	$ 300.00	$ 124,800.00
83	33 42 23	18" Safety End Treatment Type II (4:1) (C)	1	EA	$ 2,500.00	$ 2,500.00
84	33 42 23	24" Safety End Treatment Type II (4:1) (C)	2	EA	$ 3,000.00	$ 6,000.00
85	33 42 23	30" Safety End Treatment Type II (4:1) (C)	1	EA	$ 3,200.00	$ 3,200.00
86		OMITTED				
87		OMITTED				
88	02 41 14	Remove Existing Inlet	1	EA	$ 1,800.00	$ 1,800.00
89	02 41 14	Remove Existing Headwall	5	EA	$ 2,500.00	$ 12,500.00
90	02 41 14	Remove Existing Storm Pipe	1,598	LF	$ 45.00	$ 71,910.00
91	02625	Flexamat	13,735	SF	$ 8.75	$ 120,181.25
92	02 41 14	Plug	1	LS	$ 2,000.00	$ 2,000.00
93	32 16 00	4" Concrete Flume	552	SY	$ 150.00	$ 82,800.00
94		OMITTED				
95	02 41 13	Remove Existing Traffic Rail from Headwall	66	LF	$ 12.00	$ 792.00
96	33 42 23	Reconstruct 3 foot Headwall on Exist. Box Culvert	66	LF	$ 225.00	$ 14,850.00
97	TxDOT 450	Type PR1 Handrail	342	LF	$ 120.00	$ 41,040.00
98	33 42 11	Box Culvert Transition	1	LS	$ 55,000.00	$ 55,000.00
END SECTION II - DRAINAGE ITEMS					**SUBTOTAL**	**$4,712,464.25**
SECTION III - WATER IMPROVEMENTS						
99		OMITTED				
100	33 14 11	8" C-900 PVC DR-14, C-900 WATER LINE	47	LF	$ 150.00	$ 7,050.00
101	33 14 11	12" C-900 PVC DR-14,C-900 WATER LINE	4,664	LF	$ 195.00	$ 909,480.00
102		OMITTED				
103	33 14 40	STANDARD FIRE HYDRANT ASSEMBLY	13	EA	$ 18,000.00	$ 234,000.00
104	33 14 30	2" AIR RELEASE VALVE	4	EA	$ 18,000.00	$ 72,000.00
105	33 14 25	CONNECTION TO EXISTING WATER LINE WITH MAIN	8	EA	$ 5,000.00	$ 40,000.00
106		OMITTED				
107	33 14 20	8" GATE VALVE	1	EA	$ 4,200.00	$ 4,200.00
108	33 14 20	12" GATE VALVE	6	EA	$ 6,600.00	$ 39,600.00
109	33 14 17	WATER SERVICE	11	EA	$ 5,400.00	$ 59,400.00
110		OMITTED				

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Item No.	SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
111	33 14 20	8" X 8" TAPPING SLEEVE & VALVE (City to Furnish & Install)	1	EA	$ 6,000.00	$ 6,000.00
112	33 14 20	16" X 12" TAPPING SLEEVE & VALVE (City to Furnish & Install)	1	EA	$ 9,600.00	$ 9,600.00
113	33 14 17	RELOCATE WATER METER	20	EA	$ 600.00	$ 12,000.00
114	02 41 14	CUT AND PLUG EXISTING WATER LINE	1	LS	$ 25,000.00	$ 25,000.00
115	02 41 14	REMOVE & SALVAGE EXISTING GATE VALVE	4	EA	$ 600.00	$ 2,400.00
116	02 41 14	REMOVE & SALVAGE EXISTING FIRE HYDRANT	3	EA	$ 1,200.00	$ 3,600.00
117	33 05 07	18" STEEL CASING BY OPEN CUT 1/2" THICK	50	LF	$ 575.00	$ 28,750.00
118	33 05 05	TRENCH SAFETY	4,711	LF	$ 6.00	$ 28,266.00
119	32 01 17	TEMPORARY ASPHALT PAVEMENT REPAIR	503	SY	$ 240.00	$ 120,720.00
120	COG 504.5.2	ROCK CUSHION *	100	CY	$ 50.00	$ 5,000.00
121	33 14 17	RELOCATE WATER SERVICE AT KCS R.R.	1	EA	$ 3,600.00	$ 3,600.00
122	32 84 00	RELOCATE SPRINKLER SERVICE AT KCS R.R.	1	EA	$ 4,200.00	$ 4,200.00
*ROCK CUSHION IS FOR STABILITY UNDER CULVERT IF MATERIAL IS TOO SANDY FOR BEARING. NEEDS TO BE APPROVED BY CITY PRIOR TO PLACEMENT.						
END SECTION III - WATER ITEMS					**SUBTOTAL**	**$1,614,866.00**
SECTION IV - WASTEWATER IMPROVEMENTS						
123	33 05 05	TRENCH SAFETY (DEPTH 0-10 FT)	3,131	LF	$ 6.00	$ 18,786.00
124	33 05 05	TRENCH SAFETY (DEPTH 10-20 FT)	3,976	LF	$ 12.00	$ 47,712.00
125	02 41 14	ABANDON EXIST. MANHOLE	3	EA	$ 1,200.00	$ 3,600.00
126	02 41 14	REMOVE EXIST. MANHOLE	13	EA	$ 2,400.00	$ 31,200.00
127	32 01 17	TEMPORARY ASPHALT PAVEMENT REPAIR	428	SY	$ 240.00	$ 102,720.00
128	33 31 14	8" SDR 26 SEWER LINE	835	LF	$ 195.00	$ 162,825.00
129	33 31 14	10" SDR 26 SEWER LINE	13	LF	$ 225.00	$ 2,925.00
129A	33 31 14	12" SDR 26 SEWER LINE	98	LF	$ 255.00	$ 24,990.00
130	33 31 14	21" SDR 26 SEWER LINE	1,653	LF	$ 345.00	$ 570,285.00
131	33 31 14	24" SDR 26 SEWER LINE	4,200	LF	$ 405.00	$ 1,701,000.00
131A	33 01 30	Post CCTV Inspecton	6,800	LF	$ 2.50	$ 17,000.00
132	33 31 16	4" SEWER SERVICE	9	EA	$ 8,400.00	$ 75,600.00
133	33 05 62	4' DIA. STANDARD MANHOLE (PRE-CAST)	3	EA	$ 19,500.00	$ 58,500.00
134	33 05 62	4' DIA. DROP MANHOLE (PRE-CAST)	3	EA	$ 21,500.00	$ 64,500.00
135	33 05 62	5' DIA. STANDARD MANHOLE (PRE-CAST)	19	EA	$ 26,000.00	$ 494,000.00
136	33 05 62	5' DIA. MANHOLE OVER EXIST. SEWER LINE (PRE-CAST)	2	EA	$ 26,000.00	$ 52,000.00
137	33 05 62	5' DIA. DROP MANHOLE (PRE-CAST)	2	EA	$ 30,000.00	$ 60,000.00
138		OMITTED				
139	33 05 07	36" STEEL CASING BY BORE (5/8" THICK)	110	LF	$ 3,200.00	$ 352,000.00
140	33 05 07	20" STEEL CASING BY OPEN CUT (1/2" THICK)	40	LF	$ 630.00	$ 25,200.00
141	33 05 62	4' EXTRA DEPTH MANHOLE	49	VF	$ 420.00	$ 20,580.00
142	33 05 62	5' EXTRA DEPTH MANHOLE	194	VF	$ 660.00	$ 128,040.00
143	02 41 14	PLUG	1	LS	$ 36,000.00	$ 36,000.00
END SECTION IV - WASTEWATER ITEMS					**SUBTOTAL**	**$4,049,463.00**
SECTION V - SIGNALS (CITY)						
144	34 41 24	DRILL SHAFT 30 IN (TY A)	36	LF	$ 462.00	$ 16,632.00
145	34 41 24	DRILL SHAFT 36 IN (TY A OR TY B)	136	LF	$ 600.00	$ 81,600.00
146	34 41 24	DRILL SHAFT 48 IN (TY A)	88	LF	$ 955.00	$ 84,040.00
147	26 05 33	CONDUIT 2" PVC	689	LF	$ 25.50	$ 17,569.50
148	26 05 33	CONDUIT 3" PVC	2451	LF	$ 28.50	$ 69,853.50
149	26 05 33	CONDUIT 4" PVC	1126	LF	$ 31.50	$ 35,469.00
150	26 05 19	ELEC CONDR #4 POWER	1050	LF	$ 3.60	$ 3,780.00
151	26 05 19	ELEC CONDR #6 POWER	86	LF	$ 2.55	$ 219.30
152	26 05 35	GROUND BOXES TY CBX	18	EA	$ 2,200.00	$ 39,600.00
153	26 05 00	ELEC SERVICE	3	EA	$ 9,000.00	$ 27,000.00
154	34 41 50	ALUM SIGNS 18" X 18" LANE USE	14	EA	$ 372.00	$ 5,208.00
155	34 41 21	INST HWY TRAF SIG	3	EA	$ 22,000.00	$ 66,000.00
156	34 41 10	SIGNAL HEADS BK PLT - 3 SEC	26	EA	$ 168.00	$ 4,368.00
157	34 41 10	SIGNAL HEADS BK PLT - 4 SEC	8	EA	$ 183.00	$ 1,464.00
158	34 41 10	SIGNAL HEADS BK PLT - 5 SEC	1	EA	$ 202.00	$ 202.00
159	26 05 19	TRAF SIG CABLES 3C#12 ILLUM & ILSN	2818	LF	$ 3.50	$ 9,863.00
160	26 05 19	TRAF SIG CABLES 21C #14 AWG	7253	LF	$ 7.50	$ 54,397.50
161	26 05 19	TRAF SIG CABLES 7C #14 AWG	2338	LF	$ 3.15	$ 7,364.70
162	26 05 19	TRAF SIG CABLES 5C #14 AWG	2494	LF	$ 2.50	$ 6,235.00
163	26 05 19	TRAF SIG CABLES 3C #16 CCTV	246	LF	$ 3.50	$ 861.00
164	34 41 21	STEEL POLE STR ASSEMBLY 34' TY D	8	EA	$ 14,000.00	$ 112,000.00
165	34 41 21	STEEL POLE ASSEMBLY W/ 25' ARM, LUM & ILSN	3	EA	$ 31,000.00	$ 93,000.00
166	34 41 21	STEEL POLE ASSEMBLY W/ 40' ARM, LUM & ILSN	1	EA	$ 34,000.00	$ 34,000.00
167	34 41 21	STEEL POLE ASSEMBLY W/ 50' ARM, LUM & ILSN	2	EA	$ 37,000.00	$ 74,000.00
168	34 41 21	STEEL POLE ASSEMBLY W/ 55' ARM, LUM & ILSN	1	EA	$ 38,000.00	$ 38,000.00
169	34 41 21	STEEL POLE ASSEMBLY W/ 60' ARM, LUM & ILSN	1	EA	$ 40,000.00	$ 40,000.00
170	34 41 10	12" LED TRAF SIG LAMPS YEL ARROW (FLASHING)	4	EA	$ 366.00	$ 1,464.00

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Item No.	SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
171	34 41 11	PED PB POLE ASSEMBLY	15	EA	$ 2,600.00	$ 39,000.00
172	34 41 10	ACC PED SIG UNITS (APS PUSH BUT)	16	EA	$ 920.00	$ 14,720.00
173	34 41 26	ALUM SIGNS ILLUM STREET NAME (ILSN)	8	EA	$ 4,300.00	$ 34,400.00
174	34 41 27	CONTROLLER, CABINET, BASE, & FDN	3	EA	$ 27,500.00	$ 82,500.00
175		OMITTED				
176	34 41 10	12" LED TRAF SIG LAMPS GRN BALL	27	EA	$ 370.00	$ 9,990.00
177	34 41 10	12" LED TRAF SIG LAMPS YEL BALL	27	EA	$ 370.00	$ 9,990.00
178	34 41 10	12" LED TRAF SIG LAMPS RED BALL	37	EA	$ 370.00	$ 13,690.00
179	34 41 10	12" LED TRAF SIG LAMPS GRN ARROW	9	EA	$ 370.00	$ 3,330.00
180	34 41 10	12" LED TRAF SIG LAMPS YEL ARROW (STEDY)	9	EA	$ 370.00	$ 3,330.00
181	34 41 10	LED PED SIGNAL SIG SEC (COUNTDOWN)	16	EA	$ 700.00	$ 11,200.00
182	34 41 15	BI-DIR PREMPT (OPTICOM) UNIT	4	EA	$ 4,200.00	$ 16,800.00
183	34 41 15	EMER VEH DET (OPTICOM) CABLE	697	LF	$ 3.10	$ 2,160.70
184	34 41 29	COHYU 4260 SERIES IP CAMERA	2	EA	$ 9,500.00	$ 19,000.00
185	34 41 12	CCTV CABLE CAT 5E	190	LF	$ 3.10	$ 589.00
186	34 41 29	GRIDSMART CAMERA	2	EA	$ 33,400.00	$ 66,800.00
187	34 41 12	GRIDSMART CABLE CAT 5E	190	LF	$ 3.10	$ 589.00
188		OMITTED				
189	26 05 33	CONDUIT 2" RIGID METAL	40	LF	$ 42.00	$ 1,680.00
190	34 41 12	APS CABLE	1,907	LF	$ 2.00	$ 3,814.00
191	34 41 10	LANE USE SIGNAL 16" X 16" 2 IND	5	EA	$ 6,500.00	$ 32,500.00
192	34 41 10	LANE USE SIGNAL 16" X 16" 3 IND	17	EA	$ 7,900.00	$ 134,300.00
193	34 41 10	LANE USE SIGNAL 30" X 30" 1 IND	5	EA	$ 6,700.00	$ 33,500.00
194	34 41 10	LANE USE SIGNAL 30" X 30" 2 IND	4	EA	$ 4,300.00	$ 17,200.00
END SECTION V - SIGNALS (CITY) ITEMS					**SUBTOTAL**	**$1,475,273.20**
SECTION VI - SIGNALS (TXDOT)						
195	416.6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	11	LF	$ 465.00	$ 5,115.00
196	416.6032	DRILL SHAFT (TRF SIG POLE) (48 IN)	66	LF	$ 955.00	$ 63,030.00
197	618.6023	CONDUIT 2" PVC SCHD 40	174	LF	$ 25.50	$ 4,437.00
198	618.6029	CONDUIT 3" PVC SCHD 40	607	LF	$ 28.50	$ 17,299.50
199	618.6033	CONDUIT 4" PVC SCHD 40	601	LF	$ 31.50	$ 18,931.50
200		OMITTED				
201		OMITTED				
202		OMITTED				
203	620.6008	ELEC CONDR (#8) INSULATED	1,494	LF	$ 2.15	$ 3,212.10
204	620.6009	ELEC CONDR (#6) BARE	899	LF	$ 2.55	$ 2,292.45
205	620.6010	ELEC CONDR (#6) INSULATED	30	LF	$ 2.55	$ 76.50
206	621.6012	TRAY CABLE (3 CONDR)(14 AWG)	664	LF	$ 3.35	$ 2,224.40
207	624.6008	GROUND BOXES TY C (162911) W/ APRON	5	EA	$ 2,200.00	$ 11,000.00
208	628.6115	ELEC SERVICE TY D 120/240 060 (NS)AL(E)PS(U)	1	EA	$ 9,000.00	$ 9,000.00
209	680.6005	INST HWY TRAF SIG (DPT SUP CNT & CAB)(ISO)	1	EA	$ 23,000.00	$ 23,000.00
210	681.6001	TEMP TRAF SIGNALS	1	EA	$ 120,000.00	$ 120,000.00
211	682.6001	VEH SIG SEC (12") LED (GRN)	9	EA	$ 370.00	$ 3,330.00
212	682.6002	VEH SIG SEC (12") LED (GRN ARW)	2	EA	$ 370.00	$ 740.00
213	682.6003	VEH SIG SEC (12") LED (YEL)	9	EA	$ 370.00	$ 3,330.00
214	682.6004	VEH SIG SEC (12 ") LED (YEL ARW)	4	EA	$ 370.00	$ 1,480.00
215	682.6005	VEH SIG SEC (12") LED (RED)	9	EA	$ 370.00	$ 3,330.00
216	682.6006	VEH SIG SEC (12") LED (RED ARW)	4	EA	$ 370.00	$ 1,480.00
217	682.6018	PED SIG SEC (LED) (COUNTDOWN)	6	EA	$ 700.00	$ 4,200.00
218	682.6029	BACK PLATE (12 IN)(3 SEC) ALUM	9	EA	$ 168.00	$ 1,512.00
219	682.6031	BACK PLATE (12 IN)(5 SEC) ALUM	2	EA	$ 202.00	$ 404.00
220	684.6033	TRAF SIG CABLES (TY A) (14 AWG) (7 CONDR)	664	LF	$ 3.15	$ 2,091.60
221		OMITTED				
222	684.6046	TRAF SIG CABLES (TY A) (14 AWG) (20 CONDR)	681	LF	$ 7.40	$ 5,039.40
223	684.6079	TRAF SIG CABLES (TY C) (12 AWG) (2 CONDR)	952	LF	$ 2.00	$ 1,904.00
224	686.6006	INS TRF SIG PL AM(S) STR (TY A)	1	EA	$ 13,500.00	$ 13,500.00
225	686.6060	INS TRF SIG PL AM (S) 1 ARM (55') LUM & ILSN	1	EA	$ 38,000.00	$ 38,000.00
226	686.6064	INS TRF SIG PL AM (S) 1 ARM (60') LUM & ILSN	1	EA	$ 40,000.00	$ 40,000.00
227	686.6068	INS TRF SIG PL AM (S) 1 ARM (65') LUM & ILSN	1	EA	$ 42,000.00	$ 42,000.00
228	687.6002	PED PB POLE ASMBLY	6	EA	$ 2,600.00	$ 15,600.00
229	6186.6002	ITS GND BOX (PCAST) TY 1 (243636) W/APRON	1	EA	$ 4,600.00	$ 4,600.00
230	6058.6002	BBU SYSTEM (EXTERNAL BATT CABINET)	1	EA	$ 9,300.00	$ 9,300.00
231	6292.6003	RVDS (PRESENCE & ADVANCE DET)	6	EA	$ 10,000.00	$ 60,000.00
END SECTION VI - SIGNALS (TXDOT) ITEMS					**SUBTOTAL**	**$531,459.45**

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Item No.	SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
SECTION VII - STRIPING						
232	32 17 23	TYPE IB DOUBLE LINE	3,126	LF	$ 2.60	$ 8,127.60
233	32 17 23	TYPE IB EDGELINE	493	LF	$ 1.25	$ 616.25
234	32 17 23	TYPE IIIA BARRIER LINE	2,627	LF	$ 3.20	$ 8,406.40
235	32 17 23	TYPE IA BROKEN LINE *	2,980	LF	$ 1.35	$ 4,023.00
236	32 17 23	TYPE VA STOP BAR	488	LF	$ 12.00	$ 5,856.00
237	32 17 23	TYPE IA BROKEN LINE C/R RPM	287	EA	$ 5.00	$ 1,435.00
238	32 17 23	TYPE IIIA BARRIER LINE C/R RPM	197	EA	$ 5.00	$ 985.00
239	32 17 23	TYPE IB DOUBLE LINE A/A RPM	164	EA	$ 5.00	$ 820.00
240	32 17 23	YIELD LINE	40	EA	$ 50.00	$ 2,000.00
241	32 17 23	TYPE IB DOUBLE BROKEN LINE *	1,760	LF	$ 2.50	$ 4,400.00
242	32 17 23	TYPE IA EDGELINE	663	LF	$ 1.25	$ 828.75
243	32 17 23	TYPE IB DOTTED LINE	10,303	LF	$ 1.35	$ 13,909.05
244	32 17 23	TYPE VB DIAGONAL MARKING	65	LF	$ 12.00	$ 780.00
245	32 17 23	WORD, WHITE, PER LETTER	16	EA	$ 160.00	$ 2,560.00
246	32 17 23	SYMBOL, WHITE, ARROW	2	EA	$ 160.00	$ 320.00
247	32 17 23	SYMBOL, WHITE, RR CROSSING	4	EA	$ 800.00	$ 3,200.00
248	666-2001	REFL PAV MRK TY I (W) 4" (BRK	804	LF	$ 1.35	$ 1,085.40
249	666-2005	REFL PAV MRK TY I (W) 4" (DOT)	959	LF	$ 3.20	$ 3,068.80
250	666-2010	REFL PAV MRK TY I (W) 4" (SLD)	1,154	LF	$ 1.25	$ 1,442.50
251	666-2034	REFL PAV MRK TY I (W) 8" (SLD)	877	LF	$ 2.70	$ 2,367.90
252	666-2046	REFL PAV MRK TY I (W) 24" (SLD)	105	LF	$ 12.00	$ 1,260.00
253	666-2052	REFL PAV MRK TY I (W) (ARROW)	5	EA	$ 175.00	$ 875.00
254	666-2067	REFL PAV MRK TY I (W) (DBL ARROW)	1	EA	$ 200.00	$ 200.00
255	666-2094	REFL PAV MRK TY I (W) (WORD)	5	EA	$ 175.00	$ 875.00
256	666-2109	REFL PAV MRK TY I (Y) (SLD)	1,336	LF	$ 1.25	$ 1,670.00
257	666-XXXX	REFL PAV MRK TY I (Y) (DBL SLD)	84	LF	$ 2.50	$ 210.00
258	672-6007	REFL PAV MRKR TY I-C	66	EA	$ 5.00	$ 330.00
259	672-6009	REFL PAV MRKR TY II-A-A	4	EA	$ 5.00	$ 20.00
260	672-6010	REFL PAV MRKR TY II-C-R	20	EA	$ 5.00	$ 100.00
261		OMITTED				
262	34 41 50	SMALL SIGN ASSEMBLY	96	EA	$ 675.00	$ 64,800.00
263	34 41 50	LARGE SIGN ASSEMBLY	4	EA	$ 1,800.00	$ 7,200.00
264	34 41 50	RELOCATE SMALL SIGN ASSEMBLY	6	EA	$ 750.00	$ 4,500.00
265		OMITTED				
*SUMMARY QUANTITY FOR LINES ARE ACTUAL LENGTHS AS LAID ON THE GROUND						
END SECTION VII - STRIPING ITEMS					**SUBTOTAL**	**$148,271.65**
SECTION VIII - STREET LIGHTS						
266	26 05 35	PULL BOX	29	EA.	$ 1,100.00	$ 31,900.00
267	26 56 00	35' WHITE CONCRETE STREET LIGHT POLE	54	EA	$ 3,000.00	$ 162,000.00
268	26 05 33	2" P.V.C. CONDUIT	10,554	LF	$ 25.00	$ 263,850.00
269	26 56 00	160W LED FIXTURE	54	EA	$ 900.00	$ 48,600.00
270	26 05 13	#2 DX WIRE	989	LF	$ 5.25	$ 5,192.25
271	26 05 13	#4 DX WIRE	1,091	LF	$ 5.75	$ 6,273.25
272	26 05 13	#6 DX WIRE	8,909	LF	$ 4.50	$ 40,090.50
273	26 05 00	ELECTRIC SERVICE	3	EA	$ 10,000.00	$ 30,000.00
274	26 05 35	12"X12" ELECTRIC BOX	54	EA	$ 1,100.00	$ 59,400.00
END SECTION VIII - STREET LIGHTS ITEMS					**SUBTOTAL**	**$647,306.00**
SECTION IX - CONDUIT						
275	26 05 35	GROUND BOX	64	EA	$ 3,000.00	$ 192,000.00
276	26 05 33	4" PVC 90° SWOOPING BEND, RISER & PLUG	208	EA	$ 360.00	$ 74,880.00
277	26 05 33	4" PVC 90° SWOOPING BEND	76	EA	$ 340.00	$ 25,840.00
278	26 05 33	4" PVC	7,659	LF	$ 34.00	$ 260,406.00
END SECTION IX - CONDUIT ITEMS					**SUBTOTAL**	**$553,126.00**
SECTION X - UNT DUCT BANK IMPROVEMENTS (SHEETS DB1 - DB29)						
279	02 41 15	SIDEWALK REMOVAL	189	SF	$ 7.00	$ 1,323.00
280	32 01 17	ASPHALT PAVEMENT REPAIR (TEMPORARY)	150	SY	$ 203.00	$ 30,450.00
281	32 01 29	CONCRETE PAVEMENT REPAIR (PERMANENT)	267	SY	$ 375.00	$ 100,125.00
282	33 01 29	CONCRETE PAVEMENT REPAIR (TEMPORARY)	51	SY	$ 356.00	$ 18,156.00
283	32 16 00	CONCRETE SIDEWALK	189	SF	$ 22.25	$ 4,205.25
284	32 01 29	CONCRETE SPEED BUMP REPAIR	3	EA	$ 350.00	$ 1,050.00
285	32 32 00	PAVE STONE RETAINING WALL REPAIR	8	LF	$ 385.00	$ 3,080.00
286	32 93 00	4" TOPSOIL	490	CY	$ 43.00	$ 21,070.00
287	32 93 00	BLOCK SODDING	4,407	SY	$ 6.30	$ 27,764.10

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Item No.	SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
288	33 05 05	TRENCH SAFETY PROTECTION	5,877	LF	$ 5.00	$ 29,385.00
289	33 01 50	ADJUST SSCO TO GRADE	1	EA	$ 350.00	$ 350.00
290	51 05 05	DEMO ELECTRIC SWITCHGEAR	2	EA	$ 6,000.00	$ 12,000.00
291	51 05 05	DEMO ELECTRIC PULL BOX	2	EA	$ 1,000.00	$ 2,000.00
292	51 05 05	DEMO DATA PULL BOX	2	EA	$ 1,000.00	$ 2,000.00
293	51 05 05	DEMO ELECTRICAL DUCT BANK	2,800	LF	$ 40.00	$ 112,000.00
294	51 05 05	DEMO DATA DUCT BANK	2,900	LF	$ 40.00	$ 116,000.00
295	51 05 05	LOCATING AND EXCAVATING EXISTING DUCT BANK	10	EA	$ 750.00	$ 7,500.00
296	51 05 13	500 KCMIL MV-105, EPR, 15KV	8,352	LF	$ 39.00	$ 325,728.00
297	51 05 13	#2 MV-105, EPR, 15KV	2,440	LF	$ 11.00	$ 26,840.00
298	51 05 26	#2 BARE COPPER	100	LF	$ 140.00	$ 14,000.00
299	51 05 26	#4/0 BARE COPPER	100	LF	$ 16.00	$ 1,600.00
300	51 13 29	SWITCHGEAR PME-9	2	EA	$ 70,000.00	$ 140,000.00
301	51 05 13	TERMINATIONS AT TRANSFORMERS	18	EA	$ 700.00	$ 12,600.00
302	51 05 43	ELECTRICAL MANHOLE	7	EA	$ 38,000.00	$ 266,000.00
303	51 05 43	ELECTRICAL DUCT BANK - PRIMARY 4 CELL	167	LF	$ 325.00	$ 54,275.00
304	51 05 43	ELECTRICAL DUCT BANK - PRIMARY 2 CELL	2,450	LF	$ 300.00	$ 735,000.00
305	51 05 43	ELECTRICAL DUCT BANK (TO TRANSFORMERS)	185	LF	$ 300.00	$ 55,500.00
306	51 05 43	DATA PULLBOX	9	EA	$ 20,000.00	$ 180,000.00
307	51 05 43	DATA DUCTBANK - TELECOM 4 CELL	3,075	LF	$ 300.00	$ 922,500.00
END SECTION X - UNT DUCT BANK IMPROVEMENTS					SUBTOTAL	$3,222,501.35
END BASE PROPOSAL ITEMS						
PROJECT BASE PROPOSAL AMOUNT (SECTIONS I through X):						$38,240,172.90

ALTERNATE 1 - ALIGNMENT 5 (EMPTY UNT DUCT BANK - SHEETS DB13 & DB24)						
A1- 1	32 01 17	ASPHALT PAVEMENT REPAIR (TEMPORARY)	68	SY	$ 203.00	$ 13,804.00
A1- 2	32 93 00	4" TOPSOIL	33	CY	$ 51.00	$ 1,683.00
A1- 3	32 93 00	BLOCK SOD	293	SY	$ 6.35	$ 1,860.55
A1- 4	33 05 05	TRENCH SAFTEY PROTECTION	380	LF	$ 1.00	$ 380.00
A1- 5	51 05 43	ELECTRICAL MANHOLE	1	EA	$ 35,000.00	$ 35,000.00
A1- 6	51 05 43	ELECTRICAL DUCTBANK - PRIMARY 2 CELL	200	LF	$ 225.00	$ 45,000.00
A1- 7	51 05 43	DATA PULLBOX	1	EA	$ 16,000.00	$ 16,000.00
A1- 8	51 05 43	DATA DUCTBANK - TELECOM 4 CELL	180	LF	$ 250.00	$ 45,000.00
END ALTERNATE 1 - UNT EMPTY DUCT BANK IMPROVEMENTS					SUBTOTAL	$158,727.55
END ALTERNATE PROPOSAL ITEMS						
ALTERNATE 1-ALIGNMENT 5 PROPOSAL AMOUNT :						$158,727.55

TOTAL PROJECT PROPOSAL AMOUNT (SECTIONS I through X + ALTERNATE 1):	$38,398,900.45

Bonnie Brae Phase 3 Widening & Reconstruction — **Sundt Construction, Inc.**

CSP 8094-1

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SECTION 00 43 39

VENDOR COMPLIANCE TO STATE LAW NON-RESIDENT OFFEROR - CSP

Texas Government Code Chapter 2252 was adopted for the award of contracts to nonresident offerors. This law provides that, in order to be awarded a best value contract where the offeror also offered the lowest proposal price, nonresident offerors (out-of-state contractors whose corporate offices or principal place of business are outside the State of Texas) propose on projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident offeror by the same amount that a Texas resident offeror would be required to underbid a nonresident offeror in order to obtain a comparable contract in the State which the nonresident's principal place of business is located.

The appropriate blanks in Section A must be filled out by all nonresident offerors in order for your proposal to meet specifications. The failure of nonresident offerors to do so will automatically disqualify that offeror. Resident offerors must check the box in Section B.

A. Nonresident offerors in the State of _____, our principal place of business, are required to be _____ percent lower than resident offerors by State Law. A copy of the statute is attached.

   Nonresident offerors in the State of Arizona, our principal place of business, are not required to underbid resident Offerors.

B. The principal place of business of our company or our parent company or majority owner is in the State of Texas. ☐

OFFEROR:

Sundt Construction, Inc.
Company

8445 Freeport Pky, Suite 240
Address

Irving, TX 75063
City/State/Zip

By: _____
(Signature)

Name: Jeff Williamson
(Please Print)

Title: Group President
(Please Print)

Date: 5.24.2023

END OF SECTION

DocuSign Envelope ID: 98A374F7-7495-405D-B80A-E48CFE480842

"General Decision Number: TX20230025 01/06/2023

Superseded General Decision Number: TX20220025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

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http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023

SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures)	$ 14.12 **	
ELECTRICIAN	$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 13.16 **	
Structures	$ 13.84 **	
LABORER		
Asphalt Raker	$ 12.69 **	
Flagger	$ 10.06 **	
Laborer, Common	$ 10.72 **	
Laborer, Utility	$ 12.32 **	
Pipelayer	$ 13.24 **	
Work Zone Barricade Servicer	$ 11.68 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 15.32 **	
Asphalt Paving Machine	$ 13.99 **	
Broom or Sweeper	$ 11.74 **	
Concrete Pavement Finishing Machine	$ 16.05 **	
Concrete Saw	$ 14.48 **	
Crane Operator, Lattice Boom 80 Tons or Less	$ 17.27	
Crane Operator, Lattice Boom over 80 Tons	$ 20.52	
Crane, Hydraulic 80 Tons or Less	$ 18.12	
Crawler Tractor	$ 14.07 **	
Excavator, 50,000 pounds or less	$ 17.19	
Excavator, over 50,000 pounds	$ 16.99	
Foundation Drill , Truck Mounted	$ 21.07	
Foundation Drill, Crawler Mounted	$ 17.99	
Front End Loader 3 CY or Less	$ 13.69 **	
Front End Loader, over 3 CY	$ 14.72 **	
Loader/Backhoe	$ 15.18 **	
Mechanic	$ 17.68	
Milling Machine	$ 14.32 **	
Motor Grader, Fine Grade	$ 17.19	
Motor Grader, Rough	$ 16.02 **	
Pavement Marking Machine	$ 13.63 **	
Reclaimer/Pulverizer	$ 11.01 **	
Roller, Asphalt	$ 13.08 **	
Roller, Other	$ 11.51 **	
Scraper	$ 12.96 **	
Small Slipform Machine	$ 15.96 **	
Spreader Box	$ 14.73 **	

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Servicer.....$ 14.58 **

Steel Worker (Reinforcing).....$ 16.18 **

TRUCK DRIVER
Lowboy-Float.....$ 16.24
Off Road Hauler.....$ 12.25 **
Single Axle.....$ 12.31 **
Single or Tandem Axle Dump Truck.....$ 12.62 **
Tandem Axle Tractor with Semi Trailer.....$ 12.86 **
Transit-Mix.....$ 14.14 **

WELDER.....$ 14.84 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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* 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.

===

END OF GENERAL DECISIO"

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"General Decision Number: TX20230018 04/14/2023

Superseded General Decision Number: TX20220018

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling Where the Tunnel is 48"" or Less in Diameter)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

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0	01/06/2023
1	04/14/2023

* PLUM0100-002 11/01/2022

	Rates	Fringes
Plumbers and Pipefitters	$ 35.73	13.07

---

* SUTX1991-004 09/23/1991

	Rates	Fringes
Laborers:		
Common	$ 7.25 **	
Utility	$ 7.467 **	
Pipelayer	$ 7.828 **	
Power equipment operators:		
Backhoe	$ 10.804 **	
Crane	$ 10.942 **	
Front End Loader	$ 9.163 **	
Tunneling Machine (48"" or less)	$ 9.163 **	
TRUCK DRIVER	$ 8.528 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

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negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
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Wage and Hour Administrator
U.S. Department of Labor
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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.

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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SECTION 00 45 27

CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW - CSP

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on *Bonnie Brae Phase 3 Widening & Reconstruction*. Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

CONTRACTOR:

Sundt Construction, Inc.
Company

By: _____
(Signature)

8445 Freeport Pky, Suite 240
Address

Name: Jeff Williamson
(Please Print)

Irving, TX 75063
City/State/Zip

Title: Group President
(Please Print)

THE STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of Sundt Construction, Inc. for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of May, 20 23.

Jamie Rivercano
My Commission Expires
4/13/2026
Notary ID
126383117

_____
Notary Public in and for the State of Texas

END OF SECTION

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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. *Agreement*—The written instrument titled "Agreement", "Agreement – CSP", or "Agreement – Unit Price Bid" executed by the City and Contractor for the Work, setting forth the name of the Project, Contract Price, Contract Time and the items included in the Contract.

3. *Application for Payment*—The form acceptable to City which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Award*—Authorization by the City Council for the City to enter into an Agreement.

6. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. The term "Bid" shall be defined to include the term "Proposal" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

7. *Bidder*—The individual or entity that submits a Bid directly to City. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

8. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda). The term "Bidding Documents" shall be defined to include the terms "Proposal Documents" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

9. *Bidding Requirements*—The Advertisement or Invitation to Bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments. The term "Bidding Requirements" shall be defined to include the terms "Proposal Requirements" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and will include the Request for Proposal or Invitation to Offerors, Instructions to Offerors, Offerors Bond or other Proposal security, if any, the Proposal Form, and the Proposal with any attachments.

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10. *Business Day*—A day that the City conducts normal business, generally Monday through Friday, except for federal or state holidays observed by the City.
11. *Calendar Day*—A day consisting of 24 hours measured from midnight to the next midnight.
12. *Change Order*—A document which is prepared by the Contractor or City, approved by the City, and signed by Contractor and City, authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
13. *City*—The City of Denton is, a Texas home-rule municipal corporation acting by its City Council through its City Manager or his or her designee.
14. *City Attorney*—The officially appointed City Attorney of the City of Denton or his or her designee.
15. *City Council*—The duly elected and qualified governing body of the City of Denton.
16. *City Manager*—The officially appointed authorized City Manager of the City of Denton.
17. *Contract*—The entire and integrated set of written instruments between the City and Contractor concerning the Work comprised of the Agreement and all Contract Documents, which written instruments supersede all prior negotiations, representations, or agreements, whether written or oral, concerning the Work.
18. *Contract Claim*—A demand or assertion by City or Contractor seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Contract Claim.
19. *Contract Documents*—Those items so designated as "Contract Documents." in the Agreement at Paragraph 5.1.A. Approved Submittals, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
20. *Contract Price*—The moneys payable by City to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 12.03 in the case of Unit Price Work). The Contract Price does not include any "Incentive", if applicable.
21. *Contract Time*—The number of days or the dates stated in the Agreement to: (a) achieve Milestones, if any and (bb) complete the Work so that it is ready for Final Acceptance.
22. *Contractor*—The individual or entity with whom City has entered into the Agreement.
23. *Cost of the Work*—See Paragraph 12.01 of these General Conditions for definition.
24. *Damage Claims*—A demand for money or services arising from the Project or Site from a third party, City or Contractor exclusive of a Contract Claim.
25. *Day* or day—A day, unless otherwise defined, shall mean a Calendar Day.
26. *Drawings*—The part of the Contract Documents prepared or approved by an Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Submittals, as defined, are not considered Drawings as so defined here.

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27. *Effective Date of the Agreement*—The date, indicated in the Agreement, on which it becomes effective,, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the City.
28. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, text, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
29. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by the Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
30. *Engineer*—The licensed professional engineer or engineering firm registered in the State of Texas performing professional services for the City.
31. *Extra Work*—Additional work made necessary by City-approved changes or alterations to the Contract Documents. Extra Work shall be part of the Work.
32. *Field Order*—A written directive issued by City that requires changes in the Work but does not involve a change to the Contract Price, Contract Time, or Drawings, Plan, or Shop Drawings.
33. *Final Acceptance*—The written notice given by the City to the Contractor that the Work specified in the Contract Documents has been completed to the satisfaction of the City.
34. *Final Inspection*—The inspection performed by the City to determine whether the Contractor has completed each and every part or appurtenance of the Work fully, entirely, and in conformance with the Contract Documents.
35. *General Requirements*—Sections of The information set forth in "Division 101 – General Requirements" of the Standard Construction Specification Documents.
36. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, P C B s, Petroleum, Hazardous Waste, Radioactive Material, or any other substance, product, waste or materials, in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
37. *Hazardous Waste*—Any solid waste listed as hazardous or which possesses one or more hazardous characteristics as defined in applicable Laws and Regulations.
38. *Incidental or incidental*—Work items that the Contractor is not paid for directly, but costs for which are included under the various bid items of the Project.
39. *Laws and Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all

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governmental bodies, agencies, authorities, and courts having jurisdiction over the Site or any portion or part of the Work to be performed.

40. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
41. *Major Item*—An item of work included in the Contract Documents that has a total cost equal to or greater than 5% of the original Contract Price.
42. *Milestone*—A principal event specified in the Contract Documents relating to the performance of an identified portion of the Work by an intermediate Contract Time prior to Final Acceptance of the Work.
43. *Notice of Award*—The written notice by City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed in such notice, City will sign and deliver the Agreement.
44. *Notice to Proceed*—A written notice given by City to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work specified in Contract Documents.
45. *PCBs*—Polychlorinated biphenyls.
46. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), and including but not limited to oil, fuel oil, oil sludge, oil refuse, gasoline, diesel fuel, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
47. *Plans*—This term will have the same definition of as “Drawings”.
48. *Project* —The Work to be performed under the Contract.
49. *Project Manager*—The authorized representative of the City who will be assigned to the Project.
50. *Project Manual*—The documentary information prepared for bidding or proposing and furnishing the Work.
51. *Project Schedule*—A schedule, prepared and maintained by Contractor, in accordance with the General Requirements, describing the sequence and duration of the activities comprising Contractor’s plan to achieve each Milestone and accomplish the Work within the Contract Time.
52. *Public Meeting*—An announced meeting conducted by the City to facilitate public participation and to assist the public in gaining an informed view of the Project.
53. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
54. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements toto support scheduled performance of related construction activities.

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55. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

56. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

57. *Site*—Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way, permits, and easements for access thereto, and such other lands furnished by City which are designated for the use of Contractor.

58. *Specifications* or *Technical Specifications* —The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work. Specifications may be specifically made a part of the Contract Documents by attachment or, if not attached, may be incorporated by reference as indicated in the Table of Contents (Section 00 00 00) of the Project.

59. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

60. *Submittal*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to the City to illustrate some portion of the Work.

61. *Subsidiary or subsidiary—These terms will have the same* definition as "Incidental. or incidental".

62. *Successful Bidder*—The Bidder to whom City issues a Notice of Award. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and is the Proposer or Offeror submitting the proposal or offer that provides the best value to the City and to whom the City issues a Notice of Award.

63. *Superintendent*—The representative of the Contractor who is available at all times and able to receive instructions from the City and to act for the Contractor.

64. *Supplementary Conditions*—The part of the Contract set forth at Division 00 73 00 that amends or supplements these General Conditions.

65. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

66. *Underground Facilities*—All underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid

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petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

67. *Unit Price Work*—Work for which the Contract Price is determined by multiplying the unit price for the item by the estimated quantity of the item.

68. *Weekend Working Hours*—Those hours between 8:00 a.m. and 8:30 p.m. on Saturday, and between 1:00 p.m. and 8:30 p.m. on Sunday or on a federal or state holiday observed by the City, as approved in advance by the City for performing Work.

69. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction including any Change Order or Field Order,, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

70. *Working Day*—Defined as a Business Day but excluding any days that weather or other conditions beyond the reasonable control of the Contractor prevents the performance of the principal unit of work underway for a continuous period of not less than 7 hours between 7:00 a.m. and 8:00 p.m.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:* The Contract includes the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of judgment by CityCity. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of City as to the Work. It is intended that such exercise of judgment, action, or determination will be to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).

C. *Defective:* The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents; or

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to City's written notice of Final Acceptance.

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

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2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to execute, carry out, furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

E. Unless stated otherwise in the Contract, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. Performance and Payment Bonds: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City the performance bond , payment bond and maintenance bond that comply with the provisions of Chapter 2253 of the Texas Government Code. Work will not be allowed to begin until the performance and payment bonds have been provided by the Contractor to the City.

B. Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6. Work will not be allowed to begin until the evidence of insurance has been provided by the Contractor to the City.

2.02 *Copies of Documents*

A. City shall furnish to Contractor one (1) original executed copy and one (1) electronic copy of the Contract, and three (3) additional copies of the Drawings. Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Before Starting Construction*

Baseline starting Work, Contractor shall submit for review by City the following in accordance with the Contract Documents:

A. Baseline Schedules in accordance with General Requirements, Section 01 32 16.

B. Preliminary Schedule of Submittals.

C. Preliminary Schedule of Values: For lump sum contracts, a Schedule of Values for all of the Work that includes quantities and prices of items that when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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2.04 *Preconstruction Meeting*

A. Before any Work at the Site is started, the Contractor shall attend a Preconstruction Meeting as specified in Section 01 31 19.

2.05 *Public Meeting*

A. Contractor may not mobilize any equipment, materials, or resources to the Site prior to Contractor attending the Public Meeting as scheduled by the City.

2.06 *Initial Acceptance of Schedules*

A. No progress payment shall be made to Contractor until acceptable Project Schedules are submitted to City in accordance with the Contract Documents.

2.07 *Electronic Submittals and Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the City and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then City and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to City.

C. City will issue clarifications and interpretations of the Contract Documents as provided herein.

D. The Specifications may vary in form, forma and style. Some Specification sections may be written in varying degrees of streamlined or declarative style, and some sections may be relatively narrative by comparison. Omission of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making Contract Claims or Damage Claims.

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E. The cross-referencing of Specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each Specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross-referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not cross-referencing is provided in each section or whether the cross-referencing is complete or accurate.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of CityCity, Contractor, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to City or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements, and conditions. Contractor shall promptly report in writing to City any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from City before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to City in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.1717) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by City, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to City for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier; or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

2. In case of discrepancies, figured dimensions shall govern over scaled dimensions, Drawings shall govern over Specifications, and Supplementary Conditions shall govern over General Conditions and Specifications.

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor shall submit to the City in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. City will be the interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. City will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. City's written clarification, interpretation, or decision will be final and binding on Contractor, unless Contractor appeals by filing a Contract Claim.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CityCity and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without City's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Time; Notice to Proceed*

A. The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Time commences to run. No Work may be done at the Site prior to the date on which the Contract Time commences to run.

4.03 *Delays in Contractor's Progress*

A. If Contractor is delayed, City shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project. The City shall be liable only to the extent allowed by the provisions of the Contract and as allowed by Subchapter I, Chapter 271 of the Texas Local Government Code.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. The Contractor shall receive no compensation for delays or hindrances to the Work, except when direct and unavoidable extra cost to the Contractor is caused by the failure of the City to provide information or material, if any, that the Contract specifies is to be furnished by the City.

D. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of City, Contractor, and those for whom they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Time. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph 4.03. D. The Contractor is responsible for the prompt submission of a request for an adjustment to the Contract Time under this Paragraph to the City. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Time under this Paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with City, as contemplated in Article 8); and

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4. Acts of war or terrorism.

E. Contractor's entitlement to an adjustment of Contract Time or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Time is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Time to which Contractor is otherwise entitled.

3. Adjustments of Contract Time or Contract Price are subject to the provisions of Article 11.

F. Each Contractor request or Change Order seeking an increase in Contract Time or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Time claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.08.

6. Contractor shall also furnish such additional supporting documentation as City may require including, where appropriate, a revised Project Schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

G. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from undisclosed Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.03.F and 4.03.G.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. City shall furnish the Site. City shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which

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Contractor must comply in performing the Work. City will be responsible for obtaining any necessary easements for permanent structures or permanent changes in existing facilities.

1. The City has obtained or anticipates acquisition of and/or access to right-of-way, and/or easements. Any outstanding right-of-way and/or easements are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding right-of-way, and/or easements.

2. Unless otherwise specified in the Contract Documents, the City has or anticipates moving and/or relocating utilities, and obstructions to the Site. Any outstanding movement or relocation of utilities or obstructions is anticipated in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding utilities or obstructions to be moved and/or relocated by others.

B. Upon reasonable written request of Contractor, City shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed.

C. Contractor shall provide for any additional lands and access thereto not included in the Site that may be required for construction facilities or storage of materials and equipment. The cost of such shall be part of the Contract Price.

5.02 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, worker car parking and the operations of workers to the Site, to adjacent areas that Contractor has arranged to use through construction easements or otherwise, and to other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with worker car parking, construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries, including death, and damage to or losses of property sustained by the owners or occupants of any such land or areas; provided that such damage, losses, injuries or deaths arose out of or result from the performance of the Work or arose out of or resulted from any other actions or conduct of the Contractor or those for whom Contractor is responsible.

2. At any time when, in the judgment of the City, the Contractor has obstructed, closed, or is carrying on operations in a portion of a street, right-of-way, or easement greater than is necessary for proper execution of the Work, the City may require the Contractor to reduce the area impacted to only that necessary for proper execution of the Work and/or to finish the section on which operations are in progress before work is commenced on any additional area of the Site.

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3. Construction equipment, spoil materials, supplies, forms, buildings, labs, or equipment and supply storage buildings, or any other item that may be transported by flood flows, shall not be stored within existing federal floodways during the course of the Work.

4. Should any Damage Claim be made by any such owner or occupant adversely impacted because of the performance of the Work, Contractor shall promptly attempt to resolve the Damage Claim.

5. ***PURSUANT TO PARAGRAPH 7.21, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY AND* ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, *FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH ADVERSELY IMPACTED OWNER OR OCCUPANT AGAINST CITY.***

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Site Maintenance Cleaning*: If 24 hours after written notice is given to the Contractor that the clean-up at the Site is insufficient or occurring in a manner unsatisfactory to the City, the Contractor fails to correct the unsatisfactory condition and/or procedures, the City may take such direct action as the City deems appropriate to correct the clean-up deficiencies cited to the Contractor in the written notice, and the costs of such direct corrective action, plus 25 % of such costs, shall be deducted from the monies due or to become due to the Contractor under the Contract.

D. *Final Site Cleaning*: Prior to Final Acceptance of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by City and any adjacent property owners, if applicable. At the completion of the Work, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, surplus materials, waste materials, rubbish and other debris and shall restore to original condition or better all areas impacted or disturbed by the Work.

E. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to City of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. Those drawings known to City of existing physical conditions at or contiguous to the Site, including those drawings known to City depicting existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities.).

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A.

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Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as technical data.

C. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of theirits officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any "technical data" is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), notify City in writing about such condition.

B. Possible Price and Time Adjustments

1. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time if:
    a. Contractor knew of the existence of such condition at the time Contractor made a final commitment to City with respect to Contract Price and Contract Time by the submission of a Bid or becoming bound under the Contract; or

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b. The existence of such condition reasonably could have been discovered or revealed as a result of the examination of the Contract Documents or the Site; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

C. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site is based on information and data furnished to City or Engineer by the owners of such Underground Facilities, including City, or by others, unless it is otherwise expressly provided in the Supplementary Conditions::

1. City and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data;

b. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

c. coordination and adjustment of the Work with the owners (including City) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*:

1. If an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings or otherwise indicated in the Contract Documents, or was not shown or indicated on the Drawings or in the Contract Documents with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), identify the owner of such Underground Facility and give notice to that owner and to City. Contractor shall be responsible for the safety and protection of such discovered Underground Facility.

2. If City concludes that a change in the Contract Documents is required, a Change Order may be issued to reflect and document such consequences, subject to the provisions of Article 11.

3. Verification of existing utilities, structures, and service lines shall include notification of all utility companies a minimum of 48 hours in advance of construction including exploratory excavation if necessary.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to City relating to Hazardous Environmental Conditions that have been identified at the Site; or

2. drawings known to City relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

C. Contractor shall not be responsible for a Hazardous Environmental Condition uncovered or revealed at the Site if such Hazardous Environmental Condition was not shown or indicated in Drawings or Specifications or identified if the removal or remediation of such Hazardous Environmental Condition was not identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created by the actions of or with any materials brought to the Site by Contractor, Subcontractors, Suppliers or anyone else for whom Contractor is responsible and the costs associated with the same.

D. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.17); and (3) notify City (and promptly thereafter confirm such notice in writing). City may consider the necessity to retain a qualified expert to evaluate such condition or take corrective action, if any.

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E. Contractor shall not be required to resume Work in connection with a Hazardous Environmental Condition identified pursuant to Paragraph 5.06.D or in any affected area until after City has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed.

F. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work and the Contract Price. City may have such deleted portion of the Work performed by City's own forces or others.

G. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 5.06.CityG OBLIGATES CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.***

H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue bonds or insurance policies for the limits and coverages required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

6.02 *Performance, Payment, and Maintenance Bonds*

A. Contractor shall furnish a performance bond and a payment bond, in accordance with the provisions of the Texas Government Code Chapter 2253 or successor statute and as required by the City, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. The performance and payment bonds must be provided by the Contractor to the City prior to the Contractor beginning any Work.

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B. Contractor shall furnish maintenance bonds in an amount equal to the Contract Price as security to protect the City against any defects in any portion of the Work described in the Contract Documents. Maintenance bonds shall remain in effect for two (2) years after the date of Final Acceptance by the City. The maintenance bond(s) shall be provided as directed by the City as part of the close-out of the Contract and shall be provided prior to the final payment being made.

C. All bonds shall be in the form prescribed by the Contract Documents, except as provided otherwise by Laws and Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, or its right to do business is terminated in the State of Texas, then Contractor shall promptly notify City in writing and shall, within 30 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, City may refuse to allow the Contractor to begin Work, exclude the Contractor from the Site and exercise City's termination rights under Article 15.

F. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.03 *Certificates of Insurance*

A. Contractor shall deliver to City, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance and endorsements (and other evidence of insurance requested by City or any other additional insured) establishing that Contractor has obtained and is maintaining the policies and coverages required by these General Conditions and the Supplementary Conditions prior to beginning any Work.

1. The certificate of insurance shall document the City, and all identified entities named in the Supplementary Conditions as "additional insureds" on all liability policies.

2. The Contractor's general liability insurance shall include a "per project" or "per location" endorsement, that shall be identified in the certificate of insurance provided to the City.

3. The certificate shall be signed by an agent authorized to bind coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide.

4. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent

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financial strength and solvency to the satisfaction City. If the rating is below that required, written approval of City is required.

5. All applicable policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City. In addition, the Contractor agrees to waive all rights of subrogation against the Engineer (if applicable), and each additional insured identified in the Supplementary Conditions

6. Failure of the City to demand such certificates or other evidence of full compliance with the insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such lines of insurance coverage or to provide such certificates or other evidence of full compliance with the insurance requirements.

7. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.

8. Unless otherwise stated, all required insurance shall be written on the "occurrence basis". If If City agrees in writing that coverage is underwrittenmay be written on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the effective date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the Contract and for three (3) years following Final Acceptance or for the warranty period provided for under the Contract Documents or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.

9. Policies shall have no exclusions by endorsements that either nullify or amend the required lines of coverage, nor or decrease the limits of said coverage unless such endorsements are approved in writing by the City. In the event a Notice of an Award has been issued or the Agreement executed, and the policy exclusions are determined to be unacceptable or the City desires that the Contractor obtain additional insurance coverage the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.

10. For any proposed self-insured retention (SIR),) in excess of $25,000.00, affecting insurance coverage, Contractor must obtain the written approval of the City in regard to asset value and stockholders' equity. In lieu of traditional insurance, proposed alternative coverage maintained through insurance pools or, risk retention groups, or self-funding will also require the written approval of the City.

11. Any deductible in excess of $5,000.00, for any policy that does not provide coverage on a first-dollar basis must be acceptable to and approved in writing by the City.

12. City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and limits when deemed necessary and prudent by the City based upon the scope of the Work, changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City. The City will provide prior notice of 90 days and the insurance adjustments shall be incorporated into the Work by Change Order.

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13. City shall be entitled, upon written request to Contractor and without expense to City, to receive copies of policies and endorsements thereto and. City may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions necessary to conform the policy and endorsements to the requirements of the Contract. Deletions, revisions, or modifications shall not be required where policy provisions are established by law or regulations binding upon either party or the underwriter on any such policies.

14. City shall not be responsible for the direct payment of insurance premium costs for Contractor's insurance.

6.04 *Contractor's Insurance*

A. *Workers Compensation and Employers' Liability*: Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of employees.

B. *Commercial General Liability*. Coverage shall include but not be limited to covering liability (bodily injury, including death, or property damage) arising from: premises/operations, independent contractors, products/completed operations, personal injury including death, liability under an insured contract, and explosion/collapse/underground (where those exposures exist). Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. The Commercial General Liability policy shall have no exclusions by endorsements that would alter or nullify premises/operations, products/completed operations, contractual, personal injury, or advertising injury, that are normally contained with the policy, unless the City approves such exclusions in writing.

For construction projects that present a substantial completed operation exposure, the City may require the Contractor to maintain completed operations coverage for a minimum of no less than three (3) years following the completion of the project (if identified in the Supplementary Conditions)).

C. *Automobile Liability.* A commercial business auto policy shall provide coverage on "any auto", defined as autos owned, hired and non-owned and provide indemnity for claims for damages because of bodily injury or death of any person and/or property damage arising out of or related to the work, maintenance or use of any motor vehicle by the Contractor, any

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Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

D. *Railroad Protective Liability.* If any of the Work or any warranty work is within the limits of railroad right-of-way, the Contractor shall comply with the requirements identified in the Supplementary Conditions.

E. *Notification of Policy Cancellation:* Contractor shall immediately notify City upon cancellation or other loss of insurance coverage. Contractor shall stop Work until replacement insurance has been procured. There shall be no time credit for delays or days not worked pursuant to this section.

6.05 *Acceptance of Bonds and Insurance; Option to Replace*

A. If City has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 6 or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, the City shall so notify the Contractor in writing within 10 Business Days after receipt of the certificates (or other evidence requested). Contractor shall provide to the City such additional information in respect of insurance provided as the City may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required by the Contract Documents, the City shall notify the Contractor in writing of such failure prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Such failure to provide bonds or insurance as required by the Contract Documents is a breach of the terms of the Contract and the City may terminate the Contractor in accordance with the provisions of the Contract Documents.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not City-delegated professional design services under this Contract, and neither City nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall identify and assign a competent superintendent, who is proficient in English, and who shall not be replaced without written

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notice to City of the name of the replacement superintendent. If at any time the superintendent is not satisfactory to the City, Contractor shall, if requested by City, replace the superintendent with another satisfactory to City.

C. Contractor shall notify the City 24 hours prior to moving areas during the sequence of construction.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to City for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours on Business Days. Contractor will not permit the performance of Work outside of regular working hours on Business Days without City's prior written consent (which will not be unreasonably withheld)). Contractor's written request (by letter or electronic communication) for City's written consent must be made as follows:

1. for Work beyond regular working hours on Business Days, request must be made by noon at least two (2) Business Days prior;

2. for Work during Weekend Working Hours, request must be made by noon of the preceding Wednesday; and

3. for Work on state or federal holidays observed by the City, request must be made sufficiently in advance of the holiday, to satisfy requirements for City Council approval.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, Contractor required testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of sufficient quality to complete the Work, and must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of City. If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment to be incorporated into the Work shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with

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instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

D. All items of standard equipment to be incorporated into the Work shall be the latest model at the time of bid, unless otherwise specified.

7.05 *Project Schedule*

A. Contractor shall adhere to the Project Schedule established in accordance with Paragraph 2.06 and the General Requirements as it may be adjusted from time to time as provided below.

1. Contractor shall submit to the City for acceptance (to the extent indicated in Paragraph 2.06 and the General Requirements) proposed adjustments in the Project Schedule that will not result in changing the Contract Time. Such adjustments must comply with any provisions of the General Requirements applicable thereto.

2. Contractor shall submit to City a monthly Project Schedule with a monthly progress payment request for the duration of the Contract in accordance with the Construction Progress Schedule, General Requirements 01 32 16.

3. Proposed adjustments in the Project Schedule that will change the Contract Time shall be submitted in accordance with the requirements of Article 11. Adjustments in Contract Time may only be made by a Change Order.

7.06 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that City permit the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If City in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by City as an "or equal" item. For the purposes of this Paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. the City determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to City.

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b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the City or increase in Contract Time; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each "or-equal" request. City may require Contractor to furnish additional data about the proposed "or-equal" item. City will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an "or-equal." City." City will advise Contractor in writing of its determination.

D. *Effect of City's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The City's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If City determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that City consider the item a proposed substitution pursuant to Paragraph 7.07.

7.07 *Substitutions*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that City permit the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related Work at the Site.

1. Contractor shall submit sufficient information as provided below to allow City to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitution therefor. City will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by City will be as set forth in Paragraph 7.07.B, as supplemented by the Specifications, and as City may decide is appropriate under the circumstances.

3. Contractor shall make written application to City for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application shall comply with Section 01 25 00 and:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be substantially similar in substance to the item specified; and

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3) be well-suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will adversely impact Contractor's achievement of Final Acceptance on or before the Contract Time;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and Damage Claims of other contractors affected by any resulting change.

B. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each substitution request. City may require Contractor to furnish additional data about the proposed substitute item. City will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an acceptable substitution. City's approval determination will be evidenced by a Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Time. City will advise Contractor in writing of any denial determination.

C. *Special Guarantee*: City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitution. ***Contractor shall indemnify and hold harmless City and its officers, elected and appointed officials, employees, agents, consultants and subcontractors and anyone directly or indirectly employed by them from and against any and all claims, damages, losses and expenses (including attorney's fees) arising out of or relateds to the use of substituted materials or equipment.***

D. *Reimbursement of City's Cost*: City will record City's costs in evaluating a substitution proposed or submitted by Contractor. Whether or not City approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse City for evaluating each such proposed substitute. Contractor shall also reimburse City for the charges for making changes in the Contract Documents (or in the provisions of any other direct contract with City) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

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F. *City Substitution Reimbursement*: Cost savings attributable to acceptance of a substitution shall be paid to City by Contractor by an appropriate Change Order decreasing the Contract Price.

G. *Effect of City's Determination*: If City approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The City's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.07.D, by timely submittal of a Change Order.

7.08 *Concerning Subcontractors and Suppliers*

A. Contractor shall perform with its own organization, and with the assistance of workmen under its immediate superintendence, work of a value not less than 35% of the Contract Price, unless otherwise approved by the City.

B. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom City may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection, except as provided in Paragraph 7.08.C. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to City to perform and complete the Work in accordance with the Contract.

C. The City may require the use of specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work , and will provide such requirements in the Supplementary Conditions.

D. Contractor shall provide to City as part of the Bid, the identity of all proposed Subcontractors and Suppliers. Such proposed Subcontractor or Supplier shall be deemed acceptable to City unless City raises a substantive, reasonable objection prior to execution of the Agreement.

E. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between City and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of City to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

F. No acceptance by City of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of City to the completion of the Work in accordance with the Contract Documents, Contract Price and Contract Time.

G. Contractor shall be solely responsible for scheduling and coordinating the tasks of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

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H. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of City. Contractor must comply with all applicable federal, state, and local laws, statutes, ordinances or regulations, including but not limited to immigration laws, workers compensation laws and wage laws, in the hiring of any Subcontractor or Supplier and shall ensure that each Subcontractor or Supplier has the same obligations.

I. Contractor shall restrict all Subcontractors and Suppliers from communicating with City, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.09 *Wage Rates*

A. *Duty to pay Prevailing Wage Rates*: The Contractor shall comply with all requirements of Chapter 2258, Texas Government Code (as amended), including the payment of not less than the rates determined by the City Council of the City of Denton to be the prevailing wage rates in accordance with Chapter 2258. The then current prevailing wage rates at the time of execution of the Agreement are included in these Contract Documents.

B. *Penalty for Violation*: A Contractor or any Subcontractor who does not pay the prevailing wage shall, upon demand made by the City, pay to the City $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the prevailing wage rates stipulated in these contract documents. This penalty shall be retained by the City to offset its administrative costs, pursuant to Texas Government Code Section 2258.023.

C. *Complaints of Violations and City Determination of Good Cause*: On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023, Texas Government Code, by a Contractor or Subcontractor, the City shall make an initial determination, before the 31st day after the date the City receives the information, as to whether good cause exists to believe that the violation occurred. The City shall notify in writing the Contractor or Subcontractor and any affected worker of its initial determination. Upon the City's determination that there is good cause to believe the Contractor or Subcontractor has violated Chapter 2258, the City shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage rates, such amounts being retained from successive progress payments pending a final determination of the violation.

D. *Arbitration Required if Violation Not Resolved*: An issue relating to an alleged violation of Section 2258.023, Texas Government Code, including a penalty owed to the City or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the Contractor or Subcontractor and any affected worker does not resolve the issue by agreement before the 15th day after the date the City makes its initial determination pursuant to Paragraph 7.09.C. If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required, a district court shall appoint an arbitrator on the petition of any of the persons. The City is not a party in the arbitration. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

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E. *Records to be Maintained*: The Contractor and each Subcontractor shall, for a period of three (3) years following the date of Final Acceptance, maintain records that show (i) the name and occupation of each worker employed by the Contractor in the construction of the Work provided for in this Contract; and (ii) the actual per diem wages paid to each worker. The records shall be available in Denton County, Texas at all reasonable hours for inspection by the City. The provisions of Paragraph 7.23, Right to Audit, shall pertain to this inspection.

F. *Progress Payments*: With each progress payment request or payroll period, whichever is less, the Contractor shall submit an affidavit stating that the Contractor has complied with the requirements of Chapter 2258, Texas Government Code.

G. *Posting of Wage Rates*: The Contractor shall post prevailing wage rates in a conspicuous place at the Site at all times.

H. *Subcontractor Compliance*: The Contractor shall include in its subcontracts and/or shall otherwise require all of its Subcontractors to comply with Paragraphs 7.09.A through 7.09.G.

7.10 *Patent Fees and Royalties*

A. Contractor shall pay all patent or license fees and royalties and pay all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any patent or license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents. Failure of the City to disclose such information does not relieve the Contractor from its obligations to pay said fees or, royalties or costs to others.

B. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE.***

7.11 *Permits and Utilities*

A. *Contractor obtained permits and licenses.* Unless otherwise expressly provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. City shall provide reasonable assistance to Contractor, if necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work applicable at the time the Notice of Award is issued, except for permits provided by the City as specified in Paragraph 7.11.B. City shall pay the charges of utility service providers for connections for providing permanent service to the Work.

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B. *City obtained permits and licenses.* City will obtain and pay for those permits and licenses identified as City's responsibility in the Supplementary Conditions or Contract Documents. It will be the Contractor's responsibility to comply with and carry out the provisions of the permit. If the Contractor initiates changes to the Contract and the City approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agency. relating to the changes. The City will not reimburse the Contractor for any cost associated with the requirements of any City acquired permit. The following are permits the City will obtain if required:

1. Texas Department of Transportation Permits
2. U.S. Army Corps of Engineers Permits
3. Texas Commission on Environmental Quality Permits
4. Railroad Company Permits
5. Texas Department of Licensing and Regulation (TDLR) Permits

C. *Outstanding permits and licenses.* Any outstanding permits and licenses are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding permits and licenses.

7.12 *Taxes*

A. On issuance of a Notice of Award by the City, an organization which qualifying for exemption pursuant to Texas Tax Code, Subchapter H (as amended), the Contractor may purchase, rent or lease all materials, supplies and equipment used or consumed in the performance of this contract by issuing to hisits Supplier an exemption certificate in lieu of the tax, said exemption certificate to comply with State Comptroller's Rulings applicable to Texas Tax Code, Subchapter H. Any such exemption certificate issued to the Contractor in lieu of the tax shall be subject to and shall comply with all applicable rulings pertaining to the Texas Tax Code, Subchapter H.

B. Texas tax permits and information may be obtained from:

1. Comptroller of Public Accounts
   Sales Tax Division
   Capitol Station
   Austin, TX 78711; or
2. http://www.window.state.tx.us/taxinfo/taxforms/93-forms.html

7.13 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, City shall not be responsible for monitoring Contractor's compliance with any Laws and Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws and Regulations, Contractor shall be liable for all resulting claims, costs losses, and damages, and shall indemnify and hold harmless City, and its officers, elected

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and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

C. Changes in Laws and Regulations not known at the time of the City's issuance of a Notice of Award having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Time.

7.14 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. Contractor shall include accurate locations for buried and imbedded items. These record documents, together with all approved Samples, will be available to City for reference. Upon completion of the Work, Contractor shall deliver these record documents to City prior to Final Inspection.

7.15 *Safety and Protection*

A. As between City and Contractor, Contractor shall be responsible for the safety of persons and property in the performance of the Work, for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs. Contractor shall inform the City in writing of Contractor's designated safety representative at the Site.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.1515.C.2 or 7.1515.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be the responsibility of and remedied by Contractor at its expense.

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss;

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and shall implement, erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify City; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of City's safety programs, if any.

H. Contractor shall inform City in advance in writing of the specific requirements of Contractor's safety program with which City's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed and City has issued a Letter of Final Acceptance.

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.16 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations.

7.17 *Emergencies and/or Rectification*

A. In the event of threatened or actual emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to immediately act to prevent damage, injury, or loss. Contractor shall give City prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If City determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Change Order may be issued.

B. Should the Contractor fail to respond to a request from the City to rectify any discrepancies, omissions, or correction necessary to conform with the requirements of the Contract Documents, the City shall give the Contractor written notice that such work or changes are to be performed. The written notice shall direct attention to the discrepant condition and request the Contractor to take remedial action to correct the condition. In the event the Contractor does not take proper action within 24 hours to fulfill this written request or fails to show just cause for not taking the proper action, within 24 hours, the City may take such remedial action with City resources or by contract. The City shall deduct an amount equal to the entire cost for such remedial action, plus 25% from any funds due or to become due the Contractor on the Project.

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7.18 *Submittals*

A. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit required Submittals to City for review and acceptance in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.03).

1. Contractor shall submit the Submittals in accordance with Section 01 33 00 of the General Requirements.

2. Data shown on the Submittals must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to demonstrate to City the services, materials, and equipment Contractor proposes to provide, and to enable City to review the information for the limited purposes required by Paragraph 7.18.C.

3. Submittals reviewed and accepted by City for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by City.

4. When Submittals are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown on the Drawings and Specifications.

5. For-Information-Only submittals upon which the City is not expected to conduct a review or take responsive action may be so identified in the Contract Documents.

6. Contractor shall submit the required number of Samples specified in the Specifications.

7. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which it is intended and other data as City may require to enable City to review the Submittal for the limited purposes set forth in Paragraph 7.18.C.

B. Where a Submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to City's review and acceptance of the pertinent submittal will be at the sole risk, expense and responsibility of Contractor.

C. City's Review

1. City will provide timely review of Submittals in accordance with the accepted Schedule of Submittals. City's review and acceptance will be to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. City's review and acceptance will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents), or to safety precautions or programs incident thereto.

3. City's review and acceptance of a separate item as such will not indicate approval of the assembly in which the item functions.

4. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Section 01 33 00 of the General

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Requirements, and City has given written acceptance of each such variation by specific written notation thereof incorporated in or accompanying the Submittal.

5. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for complying with the requirements of the Contract Documents.

6. City's review and acceptance of a Submittal, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Time or Contract Price, unless such changes are included in a Change Order.

7. Neither City's receipt, review, or acceptance of a Submittal will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in accepted Submittals, subject to the provisions of Section 01 33 00 of the General Requirements.

7.19 *Continuing the Work*

A. Except as otherwise provided, Contractor shall carry on the Work and adhere to the Project Schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as City and Contractor may otherwise agree in writing.

7.20 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. City and its officers, elected and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Contractor's warranty and guarantee under this Paragraph 7.20:

1. Observations by Engineer or City;

2. Recommendation by Engineer or payment by City of any progress or final payment;

3. The issuance of a letter or certificate of Final Acceptance by City or any payment related thereto by City;

4. Use or occupancy of the Work or any part thereof by City;

5. Any review and acceptance of a Submittal by City;

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6. Any inspection, test, or acceptance by others; or

7. Any correction of defective Work by City.

D. The Contractor shall remedy any defects or damages in the Work and pay for any damage to other work or property resulting therefrom which shall appear within a period of two (2) years from the date of Final Acceptance of the Work unless a longer period is specified. Contractor shall furnish a good and sufficient maintenance bond, complying with the requirements of Paragraph 6.02.B. The City will give notice of observed defects with reasonable promptness.

7.21 *Indemnification*

A. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THESE CONTRACT DOCUMENTS. THIS INDEMNIFICATION PROVISION SHALL ONLY APPLY TO THE EXTENT THE ABOVE ARE CAUSED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEESUNDER THIS CONTRACT. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.**

B. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM FROM AND AGAINST ANY AND ALL LOSS, DAMAGE OR DESTRUCTION OF PROPERTY OF THE CITY, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION SHALL ONLY APPLY TO THE EXTENT THE ABOVE ARE CAUSED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT.**

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7.22 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, City will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Submittal related to the requirements indicated in Paragraph 7.22.B is prepared by Contractor, a Subcontractor, or others for submittal to City, then such Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to City.

D. City shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under the conditions indicated in Paragraph 7.22.B, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.22, City's review, acceptance, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to the conditions indicated in Paragraph 7.22.B, will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.22;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

7.23 *Right to Audit*

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract during the term of the Contract and for five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be made available, in Denton County, Texas within ten (10) Business Days of City's written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within Denton County, Texas. Except as otherwise provided herein, the cost of the audit will be borne by the City

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unless the audit reveals an overpayment of 1% or greater. If the City is undertaking an audit or inspection pursuant to Paragraph 7.09 or if an overpayment of 1% or greater occurs, the City's reasonable cost of the audit, including any travel costs, must be paid by the Contractor within five (5) Business Days of receipt of City's invoice for such costs.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

7.24 *Nondiscrimination*

A. The City is responsible for operating Public Transportation Programs and implementing transit-related projects, funded in part with Federal financial assistance awarded by the U.S. Department of Transportation and the Federal Transit Administration (FTA), without discriminating against any person in the United States on the basis of race, color, or national origin.

B. Contractor shall comply with the requirements of *Title VI, Civil Rights Act of 1964 as amended* and the regulations promulgated thereunder, as may be further defined in the Supplementary Conditions, for any project receiving Federal assistance.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the City may perform other work at or adjacent to the Site. Such other work may be performed by City's employees, or through contracts between the City and third parties. City may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If City performs other work at or adjacent to the Site with City's employees, or through contracts for such other work, then City shall give Contractor written notice thereof prior to starting any such other work, if such other work is not noted in the Contract Documents.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and City, if City is performing other work with City's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of City and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to City in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with

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Contractor's Work except for latent defects and deficiencies in such other work that could not have been discovered through a proper inspection.

F. The provisions of this Article 8 are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with City, or that is performed without having been arranged by City. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.03.D.3.

8.02 *Coordination*

A. If City intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with City's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, City shall have authority for such coordination.

8.03 *Legal Relationships*

A. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of City, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. When City is performing other work at or adjacent to the Site with City's employees, Contractor shall be liable to City for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by City as a result of Contractor's failure to take reasonable and customary measures with respect to City's other work.

B. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any Damage Claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, City, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend and hold harmless City and Engineer, and the officers, elected and appointed officials, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

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ARTICLE 9 – CITY'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in the Supplementary Conditions, City shall issue all communications to Contractor.

9.02 *Furnish Data*

A. City shall promptly furnish the data required of City under the Contract Documents.

9.03 *Pay When Due*

A. City shall make payments to Contractor when they are due in accordance with and subject to the provisions of Article 14.

9.04 *Lands and Easements; Reports, Tests, and Drawings*

A. City's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Article 5 refers to City's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by City in preparing the Contract Documents.

9.05 *Change Orders*

A. City's responsibilities with respect to Change Orders are set forth in Article 11.

9.06 *Inspections, Tests, and Approvals*

A. City's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.02.DD.

9.07 *Limitations on City's Responsibilities*

A. The City shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.08 *Undisclosed Hazardous Environmental Condition*

A. City's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.09 *Compliance with Safety Program*

A. While at the Site, City's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which City has been informed in advance in writing pursuant to Paragraph 7.15.

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ARTICLE 10 – CITY'S OBSERVATION DURING CONSTRUCTION

10.01 *City's Project Manager or Duly Authorized Representative*

A. City will provide a Project Manager or duly authorized representative during the construction period. The duties and responsibilities and the limitations of authority of City's Project Manager or duly appointed representative during construction are set forth in the Contract Documents.

B. City's Project Manager for these Contract Documents is as set forth in the Supplementary Conditions. City will establish a duly authorized representative at the Preconstruction Meeting in accordance with Section 01 31 19 of the General Requirements.

10.02 *Visits to Site*

A. City will make visits to the Site at intervals appropriate to the various stages of construction as City deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, City will determine, in general, if the Work is proceeding in accordance with the Contract Documents. City will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. City's efforts will be directed toward providing City a greater degree of confidence that the completed Work will conform generally to the Contract Documents.

B. City's visits and observations are subject to all the limitations on City's responsibility set forth in Paragraph 99.07. Particularly, but without limitation, during or as a result of City's visits or observations of Contractor's Work, City will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Determinations for Work Performed*

A. As applicable, Contractor will determine the actual quantities and classifications of Work performed.. City's Project Manager or duly authorized representative will review with Contractor the preliminary determinations on such matters before rendering a written recommendation. City's written decision will be final (except as modified to reflect changed factual conditions or more accurate data).

10.04 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. City will be the interpreter of the requirements of the Contract Documents and judge the acceptability of the Work thereunder.

B. City will render a written decision on any issue referred.

C. City's written decision on the issue referred will be final and binding on the Contractor, subject to the provisions of Paragraph 11.07.

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ARTICLE 11 – CHANGES ININ THE WORK; CLAIMS; EXTRA WORK

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended toto provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof, including in the Contract Price or Contract Time, but such amendment will be made by Change Order only.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work not involving a change in Contract Price or Contract Time, may be authorized, by one of the following ways:

1. A Field Order; or
2. City's review of a Submittal (subject to the provisions of Paragraph 7.18.C); or
3. City's written interpretation or clarification.

11.02 *Execution of Change Orders*

A. City and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Time which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed..
2. Changes in the Work which are: (a) ordered by City pursuant to Paragraph 11.04, (b) required because of City's acceptance of defective Work under Paragraph 13.05 or City's correction of defective Work under Paragraph 13.08, or (c) as otherwise agreed to by the parties.

11.03 *Field Orders*

A. City may authorize minor variations and deviations in changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on both the City and Contractor, which shall perform the Work involved promptly.

11.04 *Authorized Changes in the Work – Extra Work*

A. Without invalidating the Contract and without notice to any surety, City may, at any time or from time to time, order Extra Work. Upon notice of such Extra Work, Contractor shall proceed with the Work involved only upon receiving written notice from City. Extra Work will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Extra Work shall be memorialized by a Change Order which may or may not precede an order of Extra Work.

B. For minor changes of Work not requiring changes to Contract Time or Contract Price, a Field Order may be issued by City.

11.05 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract

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Documents, as amended, modified, or supplemented as allowed herein, except in certain cases of an emergency as provided in Paragraph 7.17.A.

11.06 *Dispute of Extra Work*

A. Should a difference arise as to what does or does not constitute Extra Work, or as to the payment for such Extra Work, and the City requires its performance, the Contractor shall proceed with the Extra Work after making written request for a Change Order and shall keep accurate account of the actual reasonable cost thereof. Contract Claims regarding Extra Work shall be made pursuant to Paragraph 11.07.

B. The Contractor shall furnish the City such records of all deviations from the original Contract Documents as may be necessary to enable the City to prepare for permanent record a corrected set of plans showing the actual work performed.

C. The compensation agreed upon for Extra Work whether or not initiated by a Change Order shall be the full, complete and final payment for all charges, fees and costs Contractor incurs as a result of or relating to the Extra Work, whether said charges, fees or costs are known, unknown, foreseen or unforeseen at that time, including without limitation, any charges, fees or costs for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of the Extra Work.

11.07 *Contract Claims Process*

A. *City's Decision Required*: All Contract Claims, except those waived pursuant to Paragraph 14.08, shall be referred to the City for decision. A decision by City shall be required as a condition precedent to any exercise by Contractor of any rights or remedies he may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Contract Claims.

B. *Notice*:

1. Written notice stating the general nature of each Contract Claim shall be delivered by the Contractor to City no later than 15 days after the start of the event giving rise thereto. The responsibility to substantiate a Contract Claim shall rest with the party making the Contract Claim.

2. Notice of the amount or extent of the Contract Claim, with supporting data shall be delivered to the City no later than 45 days after the start of the event giving rise thereto (unless the City notifies Contractor in writing that City will allow additional time for Contractor to submit additional or more accurate data in support of such Contract Claim).

3. A Contract Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.08.

4. A Contract Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 11.09.

5. Each Contract Claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event.

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6. The City shall submit any response to the Contractor within 30 days after receipt of the Contractor's last submittal (unless in connection with the Contract Claim (unless Contractor allows the City additional time to submit a response).

C. *City's Action*: City will review each Contract Claim and, within 30 days after receipt of the last submittal of the Contractor unless action by City's Council is required, take one of the following actions in writing:

1. deny the Contract Claim in whole or in part;

2. approve the Contract Claim; or

3. notify the Contractor that the City is unable to resolve the Contract Claim if, in the City's sole discretion, it would be inappropriate for the City to do so. For purposes of further resolution of the Contract Claim, such notice shall be deemed a denial.

D. City's written action under this Paragraph 11.07 will be final and binding, unless City or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

E. No Contract Claim for an adjustment in Contract Price or Contract Time will be valid if not submitted in accordance with this Paragraph 11.07.

F. If the City fails to take any action pursuant to this Paragraph 11.07, the Contract Claim is considered to have been denied by the City.

11.08 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order.

B. TheThe value of any Work covered by a Change Order will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 12.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum or unit price (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.08.C.2), and shall include the cost of any secondary impacts that are foreseeable at the time of pricing the cost of Extra Work; or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum or unit price, then on the basis of the Cost of the Work (determined as provided in Paragraph 12.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.08.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

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a. For costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3, the Contractor's fee will be 15 percent except for:

1) rental fees for Contractor's own equipment; and

2) bonds and insurance;

b. For costs incurred under Paragraph 12.01.B.4, the Contractor's fee will be 5 percent;

1) Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.08.C.2.a and 11.08.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, in no case shall the cumulative total of fees paid be in excess of 25% of the Cost of the Work;

c. No fee will be payable on the basis of costs itemized under Paragraphs 12.01.B.5, 12.01.B.6, and 12.01.C;

d. The amount of credit to be allowed by Contractor to City for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

11.09 *Change of Contract Time*

A. The Contract Time may only be changed by a Change Order.

B. No extension of the Contract Time will be allowed under a Change Order for Extra Work or for claimed delay unless the Extra Work contemplated or claimed delay is shown to be on the critical path of the Project Schedule or Contractor can show by critical path method analysis how the Extra Work or claimed delay adversely affects the critical path.

C. Delay, disruption, and interference in the Work, and any related changes in Contract Time, are addressed in and governed by Paragraph 4.03.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted by the Contractor to reflect the effect of any such change.

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ARTICLE 12 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK; PLANS QUANTITY MEASUREMENT

12.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term "Cost of the Work" means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 12.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: The term, "Cost of the Work" means the sum of all costs, except those excluded in Paragraph 12.01.C, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work is covered by a Change Order, the costs reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work. Such costs shall be in amounts no higher than those calculated based on the prevailing wage rates contained in the Contract Documents, shall not include any of the costs itemized in Paragraph 12.01.C, and may include as applicable, but not be limited to the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Such employees shall include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs shall include, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours on Business Days, during Weekend Working Hours, or on a state or federal holiday observed by the City, shall be included in the above to the extent authorized by City.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith.

3. Rentals of all construction equipment and machinery and the parts thereof, whether rented from Contractor or others, in accordance with rental agreements approved in writing by City, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. and the Contract Documents. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

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4. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City . Contractor shall deliver such bids to City, which will then determine, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 12.01 and Paragraph 11.08.C.

5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work and specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically included in the Contract.

6. Supplemental costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, and temporary office or facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations, excluding those taxes for which an exemption is available as described in Paragraph 7.12.

    d. Deposits lost for causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work, provided such losses and damages have resulted from causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of CityCity. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

    f. The cost of utilities, fuel, and sanitary facilities at the Site.

    g. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

    h. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

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1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically covered in the Contract. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the acts, omissions, negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Agreement will be determined as set forth in the Contract.
    b. for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as set forth in Paragraph 11.08.C.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.08.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 12, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices, and submit in a form acceptable to City an itemized cost breakdown together with supporting data. Subject to prior written notice, City will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by City. Contractor will be responsible for ensuring that pertinent Subcontractors will afford such access to City, and preserve such documents, to the same extent as is required of Contractor.

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12.02 *Allowances*

A. *Specified Allowance*: It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to City.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances, have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of City.

D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

12.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by City subject to the provisions of Paragraph 10.03.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Work described in the Contract Documents, or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items shall be considered incidental to Unit Price Work listed and the cost of incidental work included as part of the unit price.

D. Adjustments in Contract Price

1. City may make an adjustment in the Contract Price in accordance with Paragraph 11.08 if:

a. the quantity of the item of Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. there is no corresponding adjustment with respect to any other item of Work.

2. Adjusted unit prices will apply to all units of that item.

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E. Increased or Decreased Quantities: The City reserves the right to order Extra Work in accordance with Paragraph 11.04.

1. If the changes in quantities or the alterations do not significantly change the character of the Work under the Contract Documents, the altered Work will be paid for at the Contract unit price.

2. If the changes in quantities or alterations materially and significantly change the character of the Work, the Contract will be amended by a Change Order.

3. If no unit prices exist, thisany increase or decrease in quantities will be considered Extra Work and the Contract will be amended by a Change Order in accordance with Article 11.

4. A significant change in the character of Work occurs when:

a. the character of work for any Item as altered differs materially or significantly in kind or nature from that in the Contract; or

b. a Major Item of work varies by more than 25% from the original Contract quantity.

5. When the quantity of work to be done under any Major Item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

6. When the quantity of work to be done under any Major Item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

12.04 *Plans Quantity Measurement for Unclassified Excavation or Embankment*

A. Plans quantities may or may not represent the exact quantity of Work performed or material moved, handled, or placed during the term of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised in accordance with the Contract.

B. If the total actual quantity measured for an individual item varies by more than 25% (or as stipulated under "Price and Payment Procedures" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized Work done for payment purposes. The party to the Contract requesting the adjustment will provide field measurements and calculations showing the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 11.

C. When quantities are revised by a change in design approved by the City, by Change Order, or to correct an error, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount identified in the approved change, and the 25% variance provisions of Paragraph 12.04.B will apply to the new plans quantity.

D. If the total Contract quantity multiplied by the unit price bid for an individual Item is less than $250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the City and Contractor agree in writing to fix the final quantity as a plans quantity.

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E. For callout work or non-site specific Contracts, the plans quantity measurement requirements are not applicable.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Access to Work*

A. City and its Engineer, consultants, representatives, employees, and independent testing laboratories, and authorities having jurisdiction shall have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

13.02 *Tests and Inspections*

A. Contractor shall give City timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. If the Contract Documents or any Laws and Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish City the required certificates of inspection, testing or approval, except that those fees specifically identified in the Supplementary Conditions or any Texas Department of Licensure and Regulation (TDLR) inspections, which shall will be paid as described in the Supplementary Conditions.

C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections, tests, re-tests, and approvals required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to City;
2. to attain City's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City.

D. City may arrange for the services of an independent testing laboratory ("Testing Lab") to perform any inspections or tests ("Testing") for any part of the Work, as determined solely by City.

1. City will coordinate such Testing to the extent possible, with Contractor;

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2. Should any Testing under this Section 13.03.D result in a "fail", "did not pass" or other similar negative result, the Contractor shall be responsible for paying for any and all retests. Contractor's cancellation without cause of City initiated Testing shall be deemed a negative result and require a retest.

3. Any amounts owed for any retest under this Section 13.02.D shall be paid directly to the Testing Lab by Contractor. City will forward all invoices for retests to Contractor.

4. If Contractor fails to pay the Testing Lab, City will not issue Final Payment until the Testing Lab is paid.

E. If the Contract Documents require the Work (or part thereof) to be approved by City or another designated individual or entity, then Contractor shall assume full responsibility for seeking and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without the written approval of City, Contractor shall, if requested by City, uncover such Work for observation. Such uncovering and the recovering of such Work will be at Contractor's expense.

13.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *City's Authority*: City has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Written notice of all defective Work of which City has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if City has rejected the defective Work, shall remove the defective Work from the Project and replace it with Work that is not defective. Failure to require the removal of any defective Work shall not constitute acceptance of such Work.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair City's warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Contractor or City by governmental authorities because the Work is defective, and the costs of repair, replacement or reconstruction of work of others resulting from defective Work.

13.04 *Rejecting Defective Work*

A. City will have authority to reject Work which City believes to be defective or will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. City will have authority to conduct special inspection or testing

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of the Work as provided in this Article 13, whether or not the Work is fabricated, installed, or completed.

13.05 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to Final Acceptance, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of the Work so accepted.

13.06 *Uncovering Work*

A. City has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the Contract Documents or specific instructions of City and if requested by City, Contractor shall uncover such Work for City's observation, inspection or testing and then replace the covering, all at Contractor's expense.

C. If City considers it necessary or advisable that covered Work be observed by City or inspected or tested by others, then Contractor, at City's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as City may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). City shall be entitled to accept defective Work in accordance with Paragraph 13.05 and in such case Contractor shall still be responsible for all costs associated with exposing, observing, and testing defective Work.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an extension of the Contract Time to the extent directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

13.07 *City May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or Contractor fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been corrected or eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or any employee or agent of, any of them.

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13.08 *City May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from City to correct defective Work, or to remove and replace defective Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then City may, after providing 7 days' advance written notice to Contractor, correct or remedy any such deficiency.

B. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow CityCity, City's representatives, agents and employees, and City's other contractors access to the Site to enable City to exercise the rights and remedies under this Paragraph 13.08.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court, or arbitration or other dispute resolution costs) incurred or sustained by City in exercising the rights and remedies under this Paragraph 13.08 will be the responsibility of and will be charged against Contractor. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Paragraph 13.08.

ARTICLE 14 – PAYMENTS TO CONTRACTOR; COMPLETION; CORRECTION PERIOD

14.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Paragraph 2.03 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to City. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 12.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

1. Contractor is responsible for providing all information as required to become a vendor of the City.

2. At least 20 days before the date established in the General Requirements for each progress payment (but not more often than once a month), Contractor shall submit to City for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

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3. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) bill of sale, invoice, or purchase order payments, copies of cancelled checks or other documentation establishing full payment by Contractor for the materials and equipment; (b) at City's request, documentation warranting that City has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, or other arrangements to protect City's interest therein, all of which must be satisfactory to City.
4. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received on account of the Work by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
5. The amount of retainage with respect to progress payments will be as stipulated in the Contract Documents.

C. Review of Applications

1. City will, after receipt of each Application for Payment, either indicate in writing it will proceed to process the Application for Payment or return the Application to Contractor indicating reasons for refusing payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. City's processing of any payment requested in an Application for Payment will be based on City's observations of the executed Work, and on City's review of the Application for Payment and the accompanying data and schedules, that based City's actual knowledge:
    a. the Work has progressed to the point indicated; and
    b. the quality and/or quantity of the Work is generally in accordance with the Contract Documents (subject to any subsequent evaluations of the Work, an evaluation of the Work as a functioning whole prior to or upon Final Acceptance, the results of any subsequent tests or inspections called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraphs 10.05 and 12.03, and any other qualifications stated).
3. Processing any such payment will not thereby be deemed to have represented that:
    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
    b. there are no other matters or issues between the parties that might entitle Contractor to be paid additionally by City or entitle City to withhold payment to Contractor; or
    c. Contractor hashas complied with Laws and Regulations applicable to Contractor's performance of the Work.
4. City may refuse to process or pay the whole or any part of any payment because of subsequently discovered evidence or the results of subsequent inspections or tests, and

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may revise or revoke any such payment previously made, to such extent as may be necessary to protect City from loss because:

a. the Work is defective, or the completed Work has been damaged by the Contractor or his subcontractors, requiring correction or replacement;

b. there are discrepancies in quantities contained in previous applications for payment;

c. the Contract Price has been reduced by Change Orders;

d. City has been required to correct defective Work in accordance with Paragraph 1313.08, or has accepted defective Work pursuant to Paragraph 13.05;

e. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

f. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Retainage:

1. For all contracts, retainage shall be five percent (5%).

E. *Liquidated Damages*: For each calendar day that any work shall remain uncompleted after the time specified in the Contract Documents, the sum per day specified in the Agreement will be paid by the Contractor to the City, not as a penalty, but as liquidated damages suffered by the City. If feasible, the parties may agree to have the liquidated damages deducted from any amounts owned to Contractor by City instead of being paid directly to City by Contractor.

F. *Payment*: Contractor will be paid pursuant to the requirements of this Article 14 and payment will become due in accordance with the Contract Documents.

G. Reduction in Payment

1. City may refuse to make payment of the of the amount requested because:

a. Claims have been made against City based on Contractor's performance or furnishing of the Work, or City has incurred costs, losses, or damages resulting from Contractor's performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, or patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

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g. City has been required to correct defective Work in accordance with Paragraph 13.08, or has accepted defective Work pursuant to Paragraph 13.05;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones or Final Acceptance of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to City to secure the satisfaction and discharge of such Liens;

l. Other items entitle City to a set-off against the payment amount requested; or

m. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.

2. If City refuses to make payment of the amount requested, City will give Contractor written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, within a reasonable time after Contractor remedies the reasons for such action to the satisfaction of City and City has confirmed such action.

14.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to City no later than the time of payment free and clear of all Liens.

14.03 *Partial Utilization*

A. Prior to Final Acceptance of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City determines constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work. City at any time may notify Contractor in writing to of any such part of the Work which City determines to be ready for its intended use. In addition, City may request in writing that Contractor permit City to use or occupy any such part of the Work that City believes to be substantially complete, subject to the following conditions:

1. At any time, Contractor may notify City that Contractor considers any such part of the Work ready for its intended use.

2. Within a reasonable time after notification as enumerated in Paragraph 14.03, City and Contractor shall make an inspection of that part of the Work to determine its status of completion. If City does not consider that part of the Work to be substantially complete, City will notify Contractor in writing giving the reasons therefor.

3. Partial Utilization by City will not constitute Final Acceptance by City.

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14.04 *Final Inspection*

A. Upon written notice from Contractor that the entire Work is complete in accordance with the Contract Documents:

1. City will promptly schedule a Final Inspection with Contractor.

2. City will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. City reserves the right to deny request for Final Inspection if City determines that the entire Work is not sufficiently complete to warrant a Final Inspection.

14.05 *Final Acceptance*

A. Upon completion by Contractor to City's satisfaction, of any and all Work in accordance with the Contract Documents, including any corrections or additional Work identified in the Final Inspection and delivery of all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurances, certificates of inspection, annotated record documents and other required documents in accordance with the Contract Documents, City will issue to Contractor a letter of Final Acceptance.

14.06 *Final Payment*

A. Application for Payment

1. Upon receipt of a letter of Final Acceptance from City, Contractor may make application for Final Payment following the procedures for requesting payments in accordance with the Contract Documents.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 6.03;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to City free and clear of any Liens or other title defects or will so pass upon final payment.

d. a list of all Contract Claims or Damage Claims against City that Contractor believes are unsettled; and

e. affidavits of payments and complete and legally effective releases or waivers (satisfactory to City) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

B. Payment Becomes Due: The final payment requested by Contractor, less previous payments made and less any sum to which City is entitled, including but not limited to liquidated damages, will become due and payable:

1. After City's acceptance of the Application for Payment and accompanying documentation; and

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2. After all Damage Claims have been resolved:

   a. directly by the Contractor; or

   b. Contractor provides evidence that the Damage Claim has been reported to Contractor's insurance provider for resolution.

The making of the final payment by the City shall not relieve the Contractor of any guarantees or other requirements of the Contract that continue thereafter.

14.07 *Final Completion Delayed and Partial Retainage Release*

A. If final completion of the Work is significantly delayed, and if City so confirms, City may, upon receipt of Contractor's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by City for Work not fully completed or corrected is less than the retainage stipulated in Paragraph 14.01.D, and if bonds have been furnished as required in Paragraph 6.02, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to City with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Contract Claims.

B. *Partial Retainage Release*. If the Contract provides for separate establishment and maintenance periods and/or test and performance periods following the completion of all other construction in the Contract Documents for all Work locations, the City may release a portion of the amount retained provided that all other work is completed as determined by the City. Before the release, all submittals and final quantities must be completed and accepted for all other work. An amount sufficient to ensure Contract compliance will be retained.

14.08 *Waiver of Claims*

A. The acceptance of final payment will constitute a waiver and release by Contractor of all claims, rights, causes of action, or liabilities, including Contract Claims, against City arising out of, related to or under the Contract or for any act, omission or neglect of City.

14.09 *Correction Period*

A. If within two (2) years after the date of Final Acceptance (or such longer period of time as may be prescribed by the Contract Documents) any Work has been found to be defective, or Contractor's repair of any damages to the Site, adjacent areas, or areas made available for Contractor's use by City has been found to be defective, then after receipt of City's written notice of defect, Contractor shall promptly, without cost to City and in accordance with City's written instructions:

   1. correct the defective repairs to the Site or such adjacent areas, or areas made available for Contractor's use by City;

   2. correct such defective Work;

   3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by City, and

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4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. If Contractor does not promptly comply with the terms of City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected, repaired or removed and replaced under this Paragraph 14.09, the correction period hereunder with respect to such Work may be extended for an additional period of one year after the end of the initial correction period.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this Paragraph 14.09 are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *City May Suspend Work*

A. At any time and without cause, City may suspend the Work or any portion thereof by written notice to Contractor. City may fix the date on which Work will be resumed in such notice, and Contractor shall resume the Work on the date so fixed. During a temporary suspension of the Work covered by these Contract Documents, for any reason, the City will make no extra payment for stand-by time of construction equipment and/or construction crews.

B. Should the Contractor not be able to complete a portion of the Project due to causes beyond the control of and without the fault or negligence of the Contractor, and should it be determined by mutual consent of the Contractor and City that a solution to allow construction to proceed is not available within a reasonable period of time, Contractor may request an extension in Contract Time, directly attributable to any such suspension.

C. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way; Contractor shall take every precaution to prevent damage or deterioration of the work performed; and Contractor shall provide suitable drainage about the work, and erect temporary structures where necessary.

D. Contractor may be reimbursed for the cost of moving its equipment off the job and returning the necessary equipment to the job when it is determined by the City that construction may be resumed. Such reimbursement shall be based on actual cost to the Contractor of moving the

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equipment and no profit or overhead will be allowed. Reimbursement may not be allowed if the equipment is moved to another construction project for the City.

15.02 *City May Terminate for Cause*

A. The occurrence of any one or more of the following events by way of example, but not of limitation, may justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Project Schedule established under Paragraph 2.06 as adjusted from time to time pursuant to Paragraph 7.05);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract; or

3. Contractor's disregard of Laws and Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of City; or

5. Contractor's failure to promptly make good any defect in materials or workmanship, or defects of any nature, the correction of which has been directed in writing by the City; or

6. Substantial indication that the Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or for any other purpose; or

7. Substantial indication that the Contractor has become insolvent or bankrupt, or otherwise financially unable to perform the Work satisfactorily; or

8. Contractor commences legal action in a court of competent jurisdiction against the City.

B. If one or more of the events identified in Paragraph 15.02.A occurs, City will provide written notice to Contractor and Surety to arrange a conference with Contractor and Surety to address Contractor's failure to perform the Work. The conference shall be held not later than 15 days after receipt of notice. by both Contractor and surety.

1. If the City, the Contractor, and the Surety do not agree to allow the Contractor to proceed to perform the Contract, the City may, to the extent permitted by Laws and Regulations, declare a Contractor default and formally terminate the Contractor's right to complete the Contract. Contractor default shall not be declared earlier than 20 days after the Contractor and Surety have received notice of the conference to address Contractor's failure to perform the Work.

2. If Contractor's services are terminated, Surety shall be obligated to take over and perform the Work. If Surety does not commence performance thereof within 15 consecutive calendar days after date of an additional written notice demanding Surety's performance of its obligations, then City, without process or action at law, may take over any portion of the Work and complete it as described below.

a. If City completes the Work, City may exclude Contractor and Surety from the Site and take possession of the Work, and all materials and equipment stored at the Site

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or for which City has paid Contractor, but which are stored elsewhere, and the Work as City may deem expedient.

3. Whether City or Surety completes the Work, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by City, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to City. Such claims, costs, losses, and damages incurred by City will be incorporated in a Change Order, provided that when exercising any rights or remedies under this Paragraph 15.02, City shall not be required to obtain the lowest price for the Work performed.

4. Neither City, nor any of its respective consultants, agents, officers, elected or appointed officials, directors or employees shall be in any way liable or accountable to Contractor or Surety for the method by which the completion of the said Work, or any portion thereof, may be accomplished or for the price paid therefor.

5. City, notwithstanding the method used in completing the Contract, shall not forfeit the right to recover damages from Contractor or Surety for Contractor's failure to timely complete the entire Contract. Contractor shall not be entitled to any claim, counterclaim or offset on account of the method used by City in completing the Contract.

6. Maintenance of the Work shall continue to be Contractor's and Surety's responsibilities as provided for in the bond requirements of the Contract Documents or any special guarantees provided for under the Contract Documents or any other obligations otherwise under the Contract or prescribed by law.

C. Notwithstanding Paragraph 15.02.B, Contractor’s services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Contractor’s services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue, or any rights or remedies of City against Contractor or Surety. Any retention or payment of money due Contractor by City will not release Contractor from liability.

E. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.02, the termination procedures of that bond shall not supersede the provisions of this Article 15.

15.03 *City May Terminate for Convenience*

A. City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract, in whole or in part. Any termination shall be affected by giving notice of the termination to the Contractor specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective. Notice shall be deemed validly given if given in accordance with Paragraph 17.01.A.

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B. After a notice of termination, has been given, and except as otherwise directed by the City, the Contractor shall:

1. stop work under the Contract on the date and to the extent specified in the notice of termination;
2. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
3. terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by notice of termination;
4. transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:
    a. the fabricated or unfabricated parts, Work in progress, completed Work, supplies and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of the termination; and
    b. the completed, or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the City.
5. complete performance of such Work as shall not have been terminated by the notice of termination; and
6. take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the City has or may acquire the rest.

C. At a time not later than 30 days after the termination date specified in the notice of termination, the Contractor may submit to the City a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of in accordance with the Contract, exclusive of items the disposition of which has been directed or authorized by City.

D. Not later than 15 days after Contractor's submission of the certified list to City pursuant to Paragraph 15.03.C, the City shall accept title to such items, subject to verification of the list by the City upon removal of the items or,. If the items are stored, then City shall have 45 days after submission of the list, to verify the list submitted and accept title to such items. Any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

E. Not later than 60 days after the notice of termination has been given, the Contractor shall submit hisits termination claim to the City in the form and with the certification prescribed by the City. Unless an extension request is made in writing within such 60-day period by the Contractor, and granted by the City, any and all such claims of Contractor that are not submitted to City within such 60-day period shall be conclusively deemed waived.

F. Should a termination claim be timely submitted to the City, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead

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and profit on such Work calculated and determined in accordance with the Contract Documents;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses calculated and determined in accordance with the Contract Documents; and

3. reasonable expenses directly attributable to reasonable and necessary wind-down and termination activities, without any overhead or profit.

G. In the event of the failure of the Contractor and City to agree upon the whole amount to be paid to the Contractor by reason of the termination of the Work, the City shall determine, on the basis of information submitted and available to it, the amount, if any, due to the Contractor by reason of the termination and City shall pay to the Contractor the amounts so determined. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of, related to or resulting from such termination.

ARTICLE 16 – RESOLUTION OF DISPUTES

16.01 *Methods and Procedures*

A. Either City or Contractor may request mediation of any Contract Claim submitted for a decision under Paragraph 11.07 before such decision becomes final and binding. The request for mediation shall be submitted to the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 11.07.E.

B. City and Contractor shall participate in the mediation process in good faith. The process shall be commenced within 60 calendar days of filing of the request.

C. The parties shall agree on a mediator; however, if they cannot agree within 14 calendar days then the Denton County Alternative Dispute Resolution Program ("DCAP") shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party, or the mediator, states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. All costs of mediation shall be borne equally by the parties.

D. All communications, both written and oral, during Phases A and B are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

E. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

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F. If the Contract Claim is not resolved by mediation, City's action under Paragraph 11.07.C or a denial pursuant to Paragraphs 11.07.C.3 or 11.07.D shall become final and binding 30 days after termination of the mediation unless, within that time period, City or Contractor:

1. elects in writing to invoke any other dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Contract Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Contract Claim to a court of competent jurisdiction as set forth within the Contract Documents.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice, it will be deemed to have been validly given if delivered:

1. in person, by a commercial courier service or otherwise, if to City, to the duly authorized representative of City identified in the Contract Documents or to City's Project Manager or, if to Contractor, to a member of the firm or to an officer of the corporation for whom it is intended; or

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient.

17.02 *Computation of Time*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day that is a state or federal holiday observed by the City, the next Business Day shall become the last day of the period.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws and Regulations, in equity, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph 17.03 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Limitation of Damages*

A. With respect to any and all claims, disputes subject to final resolution, and other matters at issue, neither City, nor any of its officers, directors, elected or appointed officials, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project. Further, the Contractor may only claim and the City may only be liable for those damages that are set forth in Subchapter I, Chapter 271 of the Texas

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Local Government Code and the City shall not be liable for any consequential damages, exemplary damages or damages for unabsorbed home office overhead.

17.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

B. The City has not waived its sovereign immunity except as expressly set forth in Subchapter I, Chapter 271 of the Texas Local Government Code or as expressly waived by other statute.

17.06 *Survival of Obligations*

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and Final Acceptance of the Work or termination of the Contract or of the services of Contractor.

17.07 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.08 *Successors and Assigns*

A. City and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.09 *Governing Law*

A. The Contract shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.

17.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00 73 01

SUPPLEMENTARY CONDITIONS - CSP
TO
GENERAL CONDITIONS

Supplementary Conditions

These Supplementary Conditions modify and supplement Section 00 72 00 - General Conditions, and other provisions of the Contract Documents as indicated below. All provisions of the General Conditions that are modified or supplemented remain in full force and effect as so modified or supplemented. All provisions of the General Conditions which are not so modified or supplemented remain in full force and effect.

Defined Terms

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions, unless specifically noted herein.

Modifications and Supplements

The following are instructions that modify or supplement specific paragraphs in the General Conditions and other Contract Documents.

SC-1.01 "Defined Terms"

The following Terms listed in the General Conditions are modified as follows:

Bid – See Proposal.

Bidder – See Offeror.

Bidding Documents – See Proposal Documents.

Bidding Requirements – See Proposal Requirements.

The following Terms are added to the General Conditions as follows:

Competitive Sealed Proposals – A procurement method by which a governmental entity requests proposals, evaluates and ranks the Offerors, and negotiates a contract with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.

Daily Value – The City-determined value in dollars as indicated in the Proposal Form as the value of one Day for the purposes of determining the Incentive (if applicable) for Substantial Completion relative to the Contract Time and achievement of Substantial Completion.

Offeror – The individual or entity that submits a Proposal directly to City.

Proposal – The offer or proposal of an Offeror submitted in accordance with the requirements set forth in the Instructions to Offerors.

Proposal Documents – The Proposal Requirements and the Proposed Contract Documents.

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Proposal Requirements – The Advertisement or Invitation to Offerors, Instructions to Offerors, Offeror's Bond or other Proposal security, if any, the Proposal Form, and the Proposal with any attachments.

Substantial Completion – The completion of the Work necessary for the project to function as it was intended pursuant to the Contract Documents and as specified below, to the reasonable satisfaction of the City. The date of Substantial Completion shall be memorialized by written notice given by the City to the Contractor.

SC-5.01A, "Availability of Lands"

Easement limits shown on the Drawing are approximate and were provided to establish a basis for proposals. Upon receiving the final easements descriptions, Contractor shall compare them to the lines shown on the Contract Drawings.

5.01A., City Property Available for a Concrete Batch Plant

The following location is available for a Concrete Batch Plant:

PARCEL NUMBER	ADDRESS	LOCATION
334545	4111 Vintage Blvd	Behind Denton PD Substation Accessible from Bonnie Brae (see exhibit APPENDIX GC 5.01A)

The Contractor understands and agrees that use of the existing batch plant pad site, owned by the City of Denton is subject to the requirements of City Specifications 41 14 00 – Batching Equipment, as well as the following:

Pre-construction video of site
Maintain clean access area (street sweeping as needed)
No project spoil piles
Lock/Secure site when not in use
Prohibit fully loaded trucks on Old Bonnie Brae Rd (see exhibit APPENDIX GC 5.01A)

5.01A.1, Outstanding Right-Of-Way, and/or Easements to Be Acquired

The following is a list of known outstanding right-of-way, and/or easements to be acquired, if any as of April 10, 2023:

PARCEL NUMBER	OWNER	TARGET DATE OF POSSESSION
None		

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

If Contractor considers the final easements provided to differ materially from the representations on the Contract Drawings, Contractor shall within five (5) Business Days and before proceeding with the Work, notify City in writing associated with the differing easement line locations.

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SC-5.01A.2, Utilities or obstructions to be removed, adjusted, and/or relocated

The following is list of utilities and/or obstructions that have not been removed, adjusted, and/or relocated as of April 10, 2023:

EXPECTED OWNER	UTILITY AND LOCATION	TARGET DATE OF ADJUSTMENT
KCS Railroad	At Grade Panels & Signals	TBD-Will coordinate w/road work
En-Link Gas	Lowering/relocations of 3 & 4 inch gas lines	Q3-2023

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

SC-5.03A., "Subsurface and Physical Conditions"

The following are reports of explorations and tests of subsurface conditions at the site of the Work:

A Geotechnical Report No. 1703; dated February 22,2012, prepared by Landtec Engineers, a sub-consultant of Graham Associates, Inc., a consultant of the City, providing additional information on the pavement design and geotechnical borings and report for the project. (see APPENDIX)

The following are drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site of the Work:
None

SC-5.05 A., "Underground Facilities

The following are additional resources for identification of Underground Facilities which are at or contiguous to the site of the Work, and which are not necessarily shown in the Drawings:

Atmos gas construction plans designed by Half Truex
Enlink Gas Construction Plans
Oncor Electric Pole relocations
Grande Communications near FM 1515
DME Underground construction near UNT
North South Water Phase 2 – 36 & 42-Inch Water Transmission Main

SC-5.06A., "Hazardous Environmental Conditions at Site"

The following are reports and drawings of existing hazardous environmental conditions known to the City:
None

SC-6.02, "Performance, Payment, and Maintenance Bonds"

The "Contract Price" for Performance, Payment, and Maintenance Bonds will be the same as indicated in Article 3 as listed in the Agreement.

SC-6.03A., "Certificates of Insurance"

The entities listed below are "additional insureds as their interest may appear" including their respective officers, directors, agents and employees.

(1) City
(2) Consultant: None

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(3) Other: KSC Railroad; University of North Texas (UNT) specifically the portion of work related to the Electrical Duct Bank installation on UNT property

SC-6.04A., "Contractor's Insurance"

The limits of liability for the insurance required by Paragraph GC-6.04 shall provide the following coverages for not less than the following amounts or greater where required by laws and regulations:

6.04A. Workers' Compensation, under Paragraph GC-6.04A.

Statutory limits
Employer's liability
$500,000 each accident/occurrence
$500,000 Disease - each employee
$500,000 Disease - policy limit

SC-6.04B., "Contractor's Insurance"

6.04B. Commercial General Liability, under Paragraph GC-6.04B. Contractor's Liability Insurance under Paragraph GC-6.04B., which shall be on a per project basis covering the Contractor with minimum limits of:

$2,000,000 each occurrence
$4,000,000 aggregate limit

The policy shall include endorsement CG2503 Amendment of limits (designated project or premises) in order to extend the policy's limits specifically to the project in question.

The Commercial General Liability Insurance policies shall provide "X", "C", and "U" coverages. Verification of such coverage must be shown in the Remarks Article of the Certificate of Insurance.

The Completed Operations coverage must be maintained for a minimum of one (1) year after final completion and acceptance of the Work, with evidence of same filed with the City of Denton.

SC 6.04C., "Contractor's Insurance"

6.04C. Automobile Liability, under Paragraph GC-6.04C. Contractor's Liability Insurance under Paragraph GC-6.04C., which shall be in an amount not less than the following amounts:

(1) **Automobile Liability** - a commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

$1,000,000 each accident on a combined single limit basis

SC-6.04E., "Contractor's Insurance"

The Contractor's construction activities will require its employees, agents, subcontractors, equipment, and material deliveries to cross railroad properties and tracks, or perform work within 25 feet of the center line of tracks owned and operated by KSC Railroad.

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The Contractor shall conduct its operations on railroad properties in such a manner as not to interfere with, hinder, or obstruct the railroad company in any manner whatsoever in the use or operation of its/their trains or other property. Such operations on railroad properties may require that Contractor to execute a "Right of Entry Agreement" with the particular railroad company or companies involved, and to this end the Contractor should satisfy itself as to the requirements of each railroad company and be prepared to execute the right-of-entry (if any) required by a railroad company. The requirements specified herein likewise relate to the Contractor's use of private and/or construction access roads crossing said railroad company's properties.

The Contractual Liability coverage required by Paragraph 5.04D of the General Conditions shall provide coverage for not less than the following amounts, issued by companies satisfactory to the City and to the Railroad Company for a term that continues for so long as the Contractor's operations and work cross, occupy, or touch railroad property:

(1) General Aggregate: $6,000,000

(2) Each Occurrence: $2,000,000

_X_ Required for this Contract ___ Not required for this Contract

With respect to the above outlined insurance requirements, the following shall govern:

1. Where a single railroad company is involved, the Contractor shall provide one insurance policy in the name of the railroad company. However, if more than one grade separation or at-grade crossing is affected by the Project at entirely separate locations on the line or lines of the same railroad company, separate coverage may be required, each in the amount stated above.

2. Where more than one railroad company is operating on the same right-of-way or where several railroad companies are involved and operated on their own separate rights-of-way, the Contractor may be required to provide separate insurance policies in the name of each railroad company.

3. If, in addition to a grade separation or an at-grade crossing, other work or activity is proposed on a railroad company's right-of-way at a location entirely separate from the grade separation or at-grade crossing, insurance coverage for this work must be included in the policy covering the grade separation.

4. If no grade separation is involved but other work is proposed on a railroad company's right-of-way, all such other work may be covered in a single policy for that railroad, even though the work may be at two or more separate locations.

No work or activities on a railroad company's property to be performed by the Contractor shall be commenced until the Contractor has furnished the City with an original policy or policies of the insurance for each railroad company named, as required above. All such insurance must be approved by the City and each affected Railroad Company prior to the Contractor's beginning work.

The insurance specified above must be carried until all Work to be performed on the railroad right-of-way has been completed and the grade crossing, if any, is no longer used by the Contractor. In addition, insurance must be carried during all maintenance and/or repair work performed in the railroad right-of-way. Such insurance must name the railroad company as the insured, together with any tenant or lessee of the railroad company operating over tracks involved in the Project.

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SC 6.04F., "Environmental Impairment/Pollution"

Environmental Impairment/Pollution Insurance to include coverage for the handling, receiving, dispensing, removal, storage, testing, transportation, disposal, discharge, dispersal release or escape of any hazardous material into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including ground water, with a minimum combined bodily injury (including death) and property damage limit of *$2,000,000* per occurrence to be obtained upon substantial completion and acceptance of facility by the City.

SC-7.08C., "Concerning Subcontractors and Suppliers"

The following subcontractors shall be required to be utilized by the Contractor for specific portions of the Work as indicated below:

Required Subcontractors

SUBCONTRACTOR COMPANY NAME	DESCRIPTION OF WORK TO BE PERFORMED
None	

SC-7.11., "Permits and Utilities"

SC-7.11A., "Contractor obtained permits and licenses"

The following are known permits and/or licenses required by the Contract to be acquired by the Contractor:

KCS Railroad:

1. A Right of Entry (ROE) will be required prior to the Contractor performing any of its work within 50 feet of the nearest rail. Information and ROE application can be obtained by contacting:

Denise Case
Jones Lang LaSalle Americas, Inc.
(817) 230-2614 – Office
Denise.case@am.jll.com

David Miller
Jones Lang LaSalle Americas, Inc.
(817) 554-5057 - Office
David Miller@jll.com

https://jllrpg.360works.com/fmi/webd/rpo_web_kcs.fmp12

2. Whenever the Contractor or its personnel or equipment are within fifty feet (50') on either side of the centerline of track, their activities shall be attended by an approved railroad flagman. Work within the KSC ROW shall be performed as required by the KSC permit.

SC-7.11B. "City obtained permits and licenses"

The following are known permits and/or licenses required by the Contract to be acquired by the City:

1. Permit for FEMA CLOMR for 2 stream crossings
2. Permit for USACE for project 2 stream crossings
3. Permit for KCS Railroad Street Crossing
4. Permit for KCS Railroad Sanitary Sewer Crossing and grading on Tributary stream

SC-7.11C. "Outstanding permits and licenses"

The following is a list of known outstanding permits and/or licenses to be acquired, if any as of April 10, 2023:

Outstanding Permits and/or Licenses to Be Acquired

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OWNER	PERMIT OR LICENSE AND LOCATION	TARGET DATE OF POSSESSION
None		

SC-7.24B., "Title VI, Civil Rights Act of 1964 as amended"

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive proposals or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontactor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by City or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City, or the Texas Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, City shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

    a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
    b. cancellation, termination or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as City or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request City to enter into

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such litigation to protect the interests of City, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Additional Title VI requirements can be found in the Appendix.

SC-8.02., "Coordination"

The individuals or entities listed below have contracts with the City for the performance of other work at the Site:

Vendor	Scope of Work	Coordination Authority
ENLINK GAS and/or their assigns	*Lowering & relocation of gas lines*	*Justin Bolles*
KCS Railroad	*Widening tracks at crossing*	*Chris Ashley*

SC-9.01, "Communications to Contractor"

None

SC-10.01B., "City's Project Manager"

The City's Project Manager for this Contract is Robin Davis, or her successor pursuant to **written notification from the City Engineer.**

SC-13.02B., "Tests and Inspections"

None

SC-14.01G, "Reduction in Payment"

Add Paragraph 14.01G.3:

3. *City may reduce payments to the Contractor, if the number of Days that have passed after the date listed on the Notice to Proceed exceeds the Contract Time for Substantial Completion.*

SC-16.01C.1, "Methods and Procedures"

None

SC – 17.01, "Documents"

Any documents submitted to the City in electronic format shall be considered equivalent to an original of such document.

END OF SECTION

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1 **SECTION 00 35 14**

2 CONFLICT OF INTEREST AFFIDAVIT - CSP

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.** Sundt Construction, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 _____ 5.24.2023
Signature of vendor doing business with the governmental entity Date

3 **END OF SECTION**

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Docusign Transmittal Coversheet

File Name	8094 Bonnie Brae 3 Widening CO#1
Purchasing Contact	Cori Power
Contract Expiration	N/A

DS
LH

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CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N. Elm Street
Denton, TX 76201
Robin Davis, Project Manager

Contractor: Sundt Construction, Inc.
8445 Freeport Pkwy Suite 240
Irving, TX 75063
Chris Bailey

Proj: **Bonnie Brae Phase 3 Widening & Reconstruction** CHANGE ORDER NO. 1
IFB# 8094-1 ENG/PMO# 880006-3 PO# 205669

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	4/15/2026	4/15/2026

Contract BID Amount:	$ 38,398,900.45	Prior Approved Other Funded CO's:	$ -
5% Contingency Amount:	$ 1,919,945.02	Current Contract Amount w CO's:	$ 38,398,900.45
Total NTE Amount :	$ 40,318,845.47	This CO Other Funding Request:	$ -
Prior Approved CAA's:	$ -	Total Change Request:	**$ 44,157.00**
Available Contingency:	$ 1,919,945.02		
This CAA Request:	$ 44,157.00	Orig Contract Days: 912	This CO Days Request: 0
Contingency Remaining:	$ 1,875,788.02	Approved CO Days: 0	New Contract Days: 912

PROJECT SCOPE AND REASON FOR CHANGE

Description of work included in Contract:	Widen and reconstruct Bonnie Brae Phase 3 from FM1515/Airport Road to Roselawn Drive from a 2-lane rural roadway to a 4-lane divided urban street section. Includes drainage, water & wastewater improvements.
Reason for Change:	Corrections to quantities vetted through the submittal process Removal of Contraflow Equipment

CONTINGENCY USE ALLOWANCE (CUA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
109	33 14 17	WATER SERVICE	EA	11	9	$ 5,400.00	$ 48,600.00
139	33 05 07	36" STEEL CASING BY BORE (5/8" THICK)	LF	110	100	$ 3,200.00	$ 320,000.00
136	33 05 62	5' DIA. MANHOLE OVER EXIST. SEWER LINE (P	EA	2	-1	$ 26,000.00	$ (26,000.00)
137	33 05 62	5' DIA. DROP MANHOLE (PRE-CAST)	EA	2	1	$ 30,000.00	$ 30,000.00
89	02 41 14	REMOVE EXISTING SET's/HEADWALLS	EA	5	8	$ 2,500.00	$ 20,000.00
79	33 42 23	Connect RCP to Headwall	EA	3	-3	$ 2,500.00	$ (7,500.00)
154	34 41 50	ALUM SIGNS 18" X 18" LANE USE	EA	14	-14	$ 372.00	$ (5,208.00)
162	26 05 19	TRAF SIG CABLES 5C #14 AWG	LF	2494	-2494	$ 2.50	$ (6,235.00)
164	34 41 21	STEEL POLE STR ASSEMBLY 34' TY D	EA	8	-8	$ 14,000.00	$ (112,000.00)
191	34 41 10	LANE USE SIGNAL 16" X 16" 2 IND	EA	5	-5	$ 6,500.00	$ (32,500.00)
192	34 41 10	LANE USE SIGNAL 16" X 16" 3 IND	EA	17	-17	$ 7,900.00	$ (134,300.00)
193	34 41 10	LANE USE SIGNAL 30" X 30" 1 IND	EA	5	-5	$ 6,700.00	$ (33,500.00)
194	34 41 10	LANE USE SIGNAL 30" X 30" 2 IND	EA	4	-4	$ 4,300.00	$ (17,200.00)
					TOTAL CUA QTY CHANGES:		$44,157.00

NEW ITEMS OF WORK - N/A

Contingency funds are used at City's discretion per contract spec language TOTAL CUA NEW ITEMS: $0.00

OTHER FUNDED CONTRACT CHANGES (CO) - N/A

TOTAL CO AMOUNT: $44,157.00

Bonnie Brae Phase 3
Widening & Reconstruction

Original BID/Contract Amount:	$ 38,398,900.45
Original Not To Exceed Amount:	$ 40,318,845.47
Total CUA's:	$ 44,157.00
Total CO's:	$ -
Revised Contract Amount:	**$ 38,443,057.45**
% of CUA Approved To-Date:	2.30%
Total Changes over Original Bid:	**0.11%**
Percent Changes over NTE:	0.11%

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Signatory Lines will be updated by Purchasing if required

SUBMITTED BY:

DocuSigned by:
Robin Davis
178071FDEE945C...
Robin Davis, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS

DocuSigned by:
Trevor Crain
7B46FEAB11BC4F2...
Trevor Crain, Director of Capital Projects

ACCEPTED BY CONTRACTOR: Holly Horsak Sr. Project Manager
Name, Title

DocuSigned by:
Holly Horsak
B20E226A08C24FF...
Signature

PURCHASING:

DocuSigned by:
Cori Power 6/17/2024
5F1EE1663E7B4FE...
Signature

Docusign Envelope ID: 49CBD72F-53C5-4814-BCBB-30B8151A288B

DocuSign Transmittal Coversheet

File Name	8094-1 BB Phase 3 Change Order 2
Purchasing Contact	Erica Garcia

DS

Docusign Envelope ID: 49CBD72F-53C5-4814-BCBB-30B8151A288B

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N. Elm Street
Denton, TX 76201
Robin Davis, Project Manager

Contractor: Sundt Construction, Inc.
8445 Freeport Pkwy Suite 240
Irving, TX 75063
Chris Bailey

Proj: **Bonnie Brae Phase 3 Widening & Reconstruction** CHANGE ORDER NO. **2**
IFB# 8094-1 ENG/PMO# 880006-3 PO# 205669

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	4/15/2026	4/15/2026

Contract BID Amount:	$ 38,398,900.45	Prior Approved Other Funded CO's:	$ -
5% Contingency Amount:	$ 1,919,945.02	Current Contract Amount:	$ 38,443,057.45
Total NTE Amount :	$ 40,318,845.47	This CO Other Funding Request:	$ -
Prior Approved CUA's:	$ 44,157.00	Total Change Request:	**$ 365,742.00**
Available Contingency:	$ 1,875,788.02		
This CUA Request:	$365,742.00	Orig Contract Days: 912	This CO Days Request: 0
Contingency Remaining:	$ 1,510,046.02	Approved CO Days: 0	New Contract Days: 912

PROJECT SCOPE AND REASON FOR CHANGE

Description of work included in Contract: Widen and reconstruct Bonnie Brae Phase 3 from FM1515/Airport Road to Roselawn Drive from a 2-lane rural roadway to a 4-lane divided urban street section. Includes drainage, water & wastewater improvements.

Reason for Change:
- Quantities required not included in project plans
- Removal of Contraflow Equipment missed in CO#1
- Field changes due to utility conflicts including changing location of bore under KSC RR
- Additional items & work requested by Water Utilities to tie-in to new work at I-35 widening + 11 days

CONTINGENCY USE ALLOWANCE (CUA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
5	32 93 00	TOPSOIL NATIVE	SY	28566	600	$ 3.25	$ 1,950.00
6	32 93 00	BLOCK SODDING	SY	17718	600	$ 6.50	$ 3,900.00
10	02 41 15	REMOVE EXISTING CONCRETE PAVING	SY	5759	44	$ 20.00	$ 880.00
148	34 41 24	DRILL SHAFT 36 IN (TY A OR TY B)	LF	136	-122	$ 600.00	$ (73,200.00)
150	26 05 33	CONDUIT 2" PVC	LF	689	-94	$ 25.50	$ (2,397.00)
151	26 05 33	CONDUIT 3" PVC	LF	2451	-2110	$ 28.50	$ (60,135.00)
152	26 05 33	CONDUIT 4" PVC	LF	1126	-818	$ 31.50	$ (25,767.00)
153	26 05 19	ELEC CONDR #4 POWER	LF	1050	-231	$ 3.60	$ (831.60)
154	26 05 19	ELEC CONDR #6 POW 86	LF	86	-34	$ 2.55	$ (86.70)
155	26 05 35	GROUND BOXES TY CBX	EA	18	-6	$ 2,200.00	$ (13,200.00)
156	26 05 00	ELEC SERVICE	EA	3	-1	$ 9,000.00	$ (9,000.00)
158	34 41 21	INST HWY TRAF SIG	EA	3	-1	$ 22,000.00	$ (22,000.00)
163	26 05 19	TRAF SIG CABLES 21C #14 AWG	LF	7253	-6356	$ 7.50	$ (47,670.00)
166	26 05 19	TRAF SIG CABLES 3C #16 CCTV	LF	246	-56	$ 3.50	$ (196.00)
177	34 41 27	CONTROLLER, CABINET, BASE, & FDN	EA	3	-1	$ 27,500.00	$ (27,500.00)
124	33 05 05	TRENCH SAFETY (DEPTH 0-10 FT)	LF	3131	-3	$ 6.00	$ (18.00)
133	33 31 14	24" SDR 26 SEWER LINE	LF	4200	-3	$ 405.00	$ (1,215.00)
135	33 31 16	4" SEWER SERVICE	EA	9	3	$ 8,400.00	$ 25,200.00
142	33 05 07	36" STEEL CASING BY BORE (5/8" THICK)	LF	110	95	$ 3,200.00	$ 304,000.00
145	33 05 62	5' EXTRA DEPTH MANHOLE	VF	194	-11	$ 660.00	$ (7,260.00)
						TOTAL CUA EXISTING ITEMS:	**$45,453.70**

NEW ITEMS OF WORK

326	32 01 29	High Early Strength Concrete Main Stad Dr.	SY	0	76	$ 15.93	$ 1,210.68
327	33 05 62	SS MH Install Temp By-Pass STA 170+32.15	LS	0	1	$ 24,534.22	$ 24,534.22
328	33 14 146	Added Bends to avoid exist Water MH (Line E)	LS	0	1	$ 12,568.07	$ 12,568.07

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329		Costs related utitlity conflict delays	LS	0	1	$ 78,750.00	$ 78,750.00
330	33 31 16	SS connection for house not shown on plans	LS	0	1	$ 13,061.85	$ 13,061.85
331	02 41 14	Rmv conc. headwall for install of SS Line A STA 203+60	LS	0	1	$ 19,607.89	$ 19,607.89
332	32 17 23	4" WH Parking Lot Stripe	LF	0	267	$ 1.53	$ 408.51
333	32 17 23	4" Yell Parking Lot Stripe CH	EA	0	2	$ 202.32	$ 404.64
334	32 17 23	Handicap Parking Symbol BLU	EA	0	4	$ 176.41	$ 705.64
335	32 17 23	6" RD FIRE LANE Parking Lot Stripe	LF	0	600	$ 1.59	$ 954.00
336	33 14 10	16" Ductile Iron Pipe, fittings & connections	LS	0	1	$ 168,082.80	$ 168,082.80
Contingency funds are used at City's discretion per contract spec language						**TOTAL CUA NEW ITEMS:**	**$320,288.30**

OTHER FUNDED CONTRACT CHANGES (CO) - N/A

TOTAL CHANGE AMOUNT: $365,742.00

Bonnie Brae Phase 3
Widening & Reconstruction

Original BID/Contract Amount:	$	38,398,900.45
Original Not To Exceed Amount:	$	40,318,845.47
Total CUA's:	$	409,899.00
Total CO's:	$	-
Revised Contract Amount:	**$**	**38,808,799.45**
% of CUA Approved To-Date:		21.35%
Total Changes over Original Bid:		**1.07%**
Percent Changes over NTE:		1.02%

THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY,
IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

SUBMITTED BY:

Signed by: Robin Davis
1786071FDEE947C...
Robin Davis, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS

Signed by: Trevor Crain
7B46EEAB11BC4E2...
Trevor Crain, Director of Capital Projects

ACCEPTED BY CONTRACTOR: Holly Horsak Sr. Project Manager
Name, Title

DocuSigned by: Holly Horsak
B20E226A98C24EE...
Signature

PURCHASING:

DocuSigned by: Erica Garcia
CE56114ADB9747A...
Signature

ORDINANCE NO. 25-640

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 3 TO THE CONTRACT BETWEEN THE CITY OF DENTON AND SUNDT CONSTRUCTION, INC., FOR THE BONNIE BRAE PHASE 3 WIDENING AND RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (CSP 8094-1 – CHANGE ORDER NO. 3 IN THE NOT-TO-EXCEED AMOUNT OF $2,388,362.16, FOR A TOTAL CONTRACT AWARD AGGREGATED TO $42,707,207.63).

WHEREAS, on August 15, 2023, by Ordinance No. 23-1524, the City Council awarded a contract to Sundt Construction, Inc., in the amount of $40,318,845.47, for the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department; and

WHEREAS, on June 17, 2024, Purchasing awarded a Change Order No. 1 between the City of Denton and Sundt Construction, Inc., in the amount of $44,157.00; and

WHEREAS, on December 9, 2024, Purchasing awarded a Change Order No. 2 between the City of Denton and Sundt Construction, Inc., in the amount of $365,742.00; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the Staff having recommended, and the City Manager having recommended to the Council that a change order be authorized to amend such contract agreement with respect to the scope of work and an increase in the payment amount; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Change Order No. 3, increasing the amount of the contract between the City and Sundt Construction, Inc., which is on file in the office of the Purchasing Agent, in the amount of Two Million Three Hundred Eighty-Eight Thousand Three Hundred Sixty-Two and 16/100 ($2,388,362.16) dollars, is hereby approved and the expenditure of funds therefore is hereby authorized in accordance with said change order. The total purchase order amount increases to 42,707,207.63.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Jill Jester and seconded by Joe Holland. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Paul Meltzer, District 3:	✓			
Joe Holland, District 4:	✓			
Brandon Chase McGee, At Large Place 5:	✓			
Jill Jester, At Large Place 6:	✓			

PASSED AND APPROVED this the 15th day of April, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

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Docusign City Council Transmittal Coversheet

RFP	8094-1
File Name	Bonnie Brae Phase 3 CO#3
Purchasing Contact	Cori Power
City Council Target Date	APRIL 15, 2025
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	25-640

DS
LH

Docusign Envelope ID: 0799EC5B-FFC3-4B76-A9CB-CE6C0B7BA9E3

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N. Elm Street
Denton, TX 76201
Robin Davis, Project Manager

Contractor: Sundt Construction, Inc.
8445 Freeport Pkwy Suite 240
Irving, TX 75063
Holly Horsak

Proj: **Bonnie Brae Phase 3 Widening & Reconstruction** CHANGE ORDER NO. **3**
IFB# 8094-1 ENG/PMO# 880006-3 PO# 205669

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	4/15/2026	11/11/2026

Contract BID Amount:	$ 38,398,900.45	Prior Approved Other Funded CO's:	$ -
5% Contingency Amount:	$ 1,919,945.02	Current Contract Amount:	$ 38,808,799.45
Total NTE Amount :	$ 40,318,845.47	This CO Other Funding Request:	**$ 2,388,362.16**
Prior Approved CUA's:	$ 409,899.00	Total Change Request:	**$ 3,389,100.11**
Available Contingency:	$ 1,510,046.02		
This CUA Request:	**$ 1,000,737.95**	Orig Contract Days: 912	This CO Days Request: 210
Contingency Remaining:	$ 509,308.07	Approved CO Days: 0	New Contract Days: 1122

PROJECT SCOPE AND REASON FOR CHANGE

Description of work included in Contract: Widen and reconstruct Bonnie Brae Phase 3 from FM1515/Airport Road to Roselawn Drive from a 2-lane rural roadway to a 4-lane divided urban street section. Includes drainage, water & wastewater improvements.

Reason for Change: Costs related to the delay of the Enlink gas line relocation and abandonment of the existing line in the path of the future alignment of Bonnie Brae between Parvin and Roselawn. The City began negotiating with Enlink in 2020. Terms were not agreed upon until after Sundt was issued a Notice To Proceed. Enlink completed their relocation and abandonment efforts on October 28, 2024. The decision to move forward with bidding and NTP for construction of the roadway was based on the city's need to meet TxDOT's I-35 Merge project schedule. Total delay was 377 days from the 10.16.2023 NTP.

CONTINGENCY USE ALLOWANCE (CUA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
34	34 71 13	Traffic Control	MO	30	11	$ 25,000.00	$ 275,000.00
36	34 71 13	Message Boards (2 count)	WK	90	44	$ 280.00	$ 12,320.00
						TOTAL CUA EXISTING ITEMS:	**$287,320.00**

NEW ITEMS OF WORK

347		SWPPP Maintenance	MO	0	11	$ 8,517.85	$ 93,696.30
340		Craft Labor & Equip Escalation	LS	0	1	$ 240,961.57	$ 240,961.57
341		Material Escalation	LS	0	1	$ 310,401.96	$ 310,401.96
342		Subcontractor Escalation	LS	0	1	$ 10,920.00	$ 10,920.00
344		Re-Clearing of Culvert A Area	LS	0	1	$ 6,994.50	$ 6,994.50
346		Street Sweeping	MO	0	11	$ 4,585.78	$ 50,443.62
Contingency funds are used at City's discretion per contract spec language						**TOTAL CUA NEW ITEMS:**	**$713,417.95**

OTHER FUNDED CONTRACT CHANGES (CO)

337		General Conditions (Staff/Overhead)	LS	0	1	$ 2,224,534.14	$ 2,224,534.14
338		Trucking Escalation	LS	0	1	$ 13,416.10	$ 13,416.10
339		Drainage Inefficiences (Labor, Equip & Sub)	LS	0	1	$ 42,579.62	$ 42,579.62
343		Insurance	LS	0	1	$ 43,683.08	$ 43,683.08
348		Traffic Control Escalation	MO	0	11	$ 3,918.00	$ 43,098.00
349		Dust Control	MO	0	11	$ 1,913.75	$ 21,051.22
						TOTAL NON CONTINGENCY FUNDED NEW ITEMS:	**$2,388,362.16**
						TOTAL CHANGE AMOUNT:	**$3,389,100.11**

Bonnie Brae Phase 3 Widening & Reconstruction

Original BID/Contract Amount:	$ 38,398,900.45
Original Not To Exceed Amount:	$ 40,318,845.47
Total CUA's:	$ 1,410,636.95
Total CO's:	$ 2,388,362.16
Revised Contract Amount:	**$ 42,197,899.56**
% of CUA Approved To-Date:	73.47%
Total Changes over Original Bid:	**9.89%**
Percent Changes over NTE:	5.92%

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Signatory Lines will be updated by Purchasing if required

**THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY,
IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.**

SUBMITTED BY:

Signed by:
Robin Davis
1786D74EDFE942C...
Robin Davis, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS

Signed by:
Seth Garcia
[illegible]
Seth Garcia, Interim Director of Capital Projects

ACCEPTED BY CONTRACTOR: Holly Horsak Sr. Project Manager
Name, Title

DocuSigned by:
Holly Horsak
[illegible]
Signature

CITY MANAGER:

DocuSigned by:
Sara Hensley
[illegible]
Signature

ATTEST: CITY SECRETERY

DocuSigned by:
Lauren Thoden
[illegible]
Signature

PURCHASING:

DocuSigned by:
Lori Hewell
[illegible]
Signature

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Marcella Lunn
[illegible]
Signature

Docusign Envelope ID: 588715D8-F8F4-4B49-81CE-564BDFB38E63

DocuSign Transmittal Coversheet

File Name	8094-1 - Bonnie Brae Phase 3 Widening & Reconstruction CO#4
Purchasing Contact	Cori Power

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Docusign Envelope ID: 588715D8-F8F4-4B49-81CE-564BDFB38E63

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N. Elm Street
Denton, TX 76201
Robin Davis, Project Manager

Contractor: Sundt Construction, Inc.
8445 Freeport Pkwy Suite 240
Irving, TX 75063
Holly Horsak

Proj: **Bonnie Brae Phase 3 Widening & Reconstruction** CHANGE ORDER NO. **4**

IFB# 8094-1 ENG/PMO# 880006-3 PO# 205669

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	11/11/2026	11/11/2026

Contract BID Amount:	$ 38,398,900.45			Prior Approved Other Funded CO's:	$ 2,388,362.16
5% Contingency Amount:	$ 1,919,945.02			Current Contract Amount:	$ 42,197,899.56
Total NTE Amount :	$ 40,318,845.47			This CO Other Funding Request:	$ -
Prior Approved CUA's:	$ 1,410,636.95			Total Change Request:	**$ 359,778.62**
Available Contingency:	$ 509,308.07				
This CUA Request:	**$ 359,778.62**	Orig Contract Days:	912	This CO Days Request:	0
Contingency Remaining:	$ 149,529.45	Approved CO Days:	210	New Contract Days:	1122

PROJECT SCOPE AND REASON FOR CHANGE

Description of work included in Contract: Widen and reconstruct Bonnie Brae Phase 3 from FM1515/Airport Road to Roselawn Drive from a 2-lane rural roadway to a 4-lane divided urban street section. Includes drainage, water & wastewater improvements.

Reason for Change: Water Utility requested changes and costs related to quantity over & under runs as well as items or work performed under time and material due to field conditions differing from plans

CONTINGENCY USE ALLOWANCE (CUA) CONTRACT CHANGES

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
10	02 41 15	REMOVE EXISTING CONCRETE PAVING	SY	5759	252	$ 20.00	$ 5,040.00
14	32 11 29	12" LIME SLURRY (54LBS/SY)	TON	1975.90	9	$ 325.00	$ 3,055.00
15	32 11 29	12" LIME TREATED SUBGRADE	SY	73180	368	$ 5.00	$ 1,840.00
19	32 13 13	CONCRETE PAVEMENT 10-INCH	SY	2825	348	$ 115.00	$ 40,020.00
27	32 16 00	MONOLITHIC CURB	LF	29790	180	$ 7.50	$ 1,350.00
28	32 16 00	5-FOOT SIDEWALK 4-INCH	SY	3119	-30	$ 105.00	$ (3,150.00)
30	32 16 00	CURB RAMPS TYPE I	EA	4	2	$ 4,250.00	$ 8,500.00
57	33 42 11	36" RCP (CL III)	LF	526	40	$ 260.00	$ 10,400.00
61A	33 01 30	Post CCTV Inspecton	LF	9775	491.31	$ 4.00	$ 1,965.24
64	33 42 11	9' X 7' RCB	LF	106	10	$ 1,200.00	$ 12,000.00
89	02 41 14	Remove Existing Headwall	EA	5	1	$ 2,500.00	$ 2,500.00
90	02 41 14	Remove Existing Storm Pipe	LF	1598	40	$ 45.00	$ 1,800.00
104	33 14 30	2" AIR RELEASE VALVE	EA	4	1	$ 18,000.00	$ 18,000.00
105	33 14 25	CONNECTION TO EXISTING WATER LINE WITH MAIN	EA	8	3	$ 5,000.00	$ 15,000.00
107	33 14 20	8" GATE VALVE	EA	1	1	$ 4,200.00	$ 4,200.00
109	33 14 17	WATER SERVICE	EA	11	3	$ 5,400.00	$ 16,200.00
111	33 14 20	8" X 8" TAPPING SLEEVE & VALVE (City Furn. & Instl)	EA	1	-1	$ 6,000.00	$ (6,000.00)
113	33 14 17	RELOCATE WATER METER	EA	20	3	$ 600.00	$ 1,800.00
116	02 41 14	REMOVE & SALVAGE EXISTING FIRE HYDRANT	EA	3	2	$ 1,200.00	$ 2,400.00
132	33 31 16	4" SEWER SERVICE	EA	9	5	$ 8,400.00	$ 42,000.00
232	32 17 23	TYPE IB DOUBLE LINE	LF	3126	255	$ 2.60	$ 663.00
233	32 17 23	TYPE IB EDGELINE	LF	493	2718	$ 1.25	$ 3,397.50
234	32 17 23	TYPE IIIA BARRIER LINE	LF	2627	366	$ 3.20	$ 1,171.20
235	32 17 23	TYPE IA BROKEN LINE *	LF	2980	860	$ 1.35	$ 1,161.00
236	32 17 23	TYPE VA STOP BAR	LF	488	-8	$ 12.00	$ (96.00)
237	32 17 23	TYPE IA BROKEN LINE C/R RPM	EA	287	83	$ 5.00	$ 415.00
238	32 17 23	TYPE IIIA BARRIER LINE C/R RPM	EA	197	65	$ 5.00	$ 325.00
239	32 17 23	TYPE IB DOUBLE LINE A/A RPM	EA	164	23	$ 5.00	$ 115.00
240	32 17 23	YIELD LINE	EA	40	8	$ 50.00	$ 400.00
242	32 17 23	TYPE IA EDGELINE	LF	663	-3	$ 1.25	$ (3.75)
262	34 41 50	SMALL SIGN ASSEMBLY	EA	96	2	$ 675.00	$ 1,350.00

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						TOTAL CUA EXISTING ITEMS:	$187,818.19
		NEW ITEMS OF WORK					
349		Insertatees for Santitary Sewer	LS	0.00	1	$ 1,794.16	$ 1,794.16
350		Relocate Water Flush Point	LS	0.00	1	$ 4,379.03	$ 4,379.03
351		TXDOT MNTC YARD FENCE	LS	0.00	1	$ 17,825.00	$ 17,825.00
352		SS Line MH Grade Adjustment	LS	0.00	1	$ 3,450.00	$ 3,450.00
353		6-IN SS Connections UNT Facilities	LS	0.00	1	$ 107,154.68	$ 107,154.68
354		T&M (Utility work to date not shown in plans)	LS	0.00	1	$ 37,357.56	$ 37,357.56
Contingency funds are used at City's discretion per contract spec language						TOTAL CUA NEW ITEMS:	$171,960.43
		OTHER FUNDED CONTRACT CHANGES (CO)					
		N/A					$ -
						TOTAL NON CONTINGENCY FUNDED NEW ITEMS:	$0.00
						TOTAL CHANGE AMOUNT:	$359,778.62

Bonnie Brae Phase 3
Widening & Reconstruction

Original BID/Contract Amount:	$ 38,398,900.45
Original Not To Exceed Amount:	$ 40,318,845.47
Total CUA's:	$ 1,770,415.57
Total CO's:	$ 2,388,362.16
Revised Contract Amount:	**$ 42,557,678.18**
% of CUA Approved To-Date:	92.21%
Total Changes over Original Bid:	**10.83%**
Percent Changes over NTE:	5.55%

THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY,
IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

SUBMITTED BY:

Signed by: Robin Davis
178697 1FDEE947C...
Robin Davis, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS

Signed by: Seth Garcia
A13701F6BC954FC...
Seth Garcia, Director of Capital Projects

ACCEPTED BY CONTRACTOR: Holly Horsak Sr. Project Manager
Name, Title

DocuSigned by: Holly Horsak
B20E226A98C24FF...
Signature

PURCHASING:

DocuSigned by: Cori Power 10/24/2025
5F1FE1663F7B4FE...
Signature

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 5 TO THE CONTRACT BETWEEN THE CITY OF DENTON AND SUNDT CONSTRUCTION, INC., FOR THE CONSTRUCTION OF THE BONNIE BRAE PHASE 3 WIDENING AND RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (CSP 8094-1 – CHANGE ORDER NO. 5 IN THE NOT-TO-EXCEED AMOUNT OF $1,048,785.81, FOR A TOTAL CONTRACT AWARD AGGREGATED TO $43,755,993.44).

WHEREAS, on August 15, 2023, by Ordinance No. 23-1524, the City Council awarded a contract to Sundt Construction, Inc., in the amount of $40,318,845.47, for the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department; and

WHEREAS, on June 17, 2024, Purchasing awarded a Change Order No. 1 between the City of Denton and Sundt Construction, Inc., in the amount of $44,157.00; and

WHEREAS, on December 9, 2024, Purchasing awarded a Change Order No. 2 between the City of Denton and Sundt Construction, Inc., in the amount of $365,742.00; and

WHEREAS, on April 15, 2025, City Council awarded a Change Order No. 3 between the City of Denton and Sundt Construction, Inc., in the amount of $2,388,362.16; and

WHEREAS, on October 24, 2025, Purchasing awarded a Change Order No. 4 between the City of Denton and Sundt Construction, Inc., in the amount of $359,778.62; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the Staff having recommended, and the City Manager having recommended to the Council that a change order be authorized to amend such contract agreement with respect to the scope of work and an increase in the payment amount; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Change Order No. 5, increasing the amount of the contract between the City and Sundt Construction, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Million Forty-Eight Thousand Seven Hundred Eighty-Five and 81/100 ($1,048,785.81) dollars, is hereby approved and the expenditure of funds therefore is hereby authorized in accordance with said change order. The total purchase order amount increases to $43,755,993.44.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 18AA147C-9A3C-418F-AAE1-8E926D174B4D

Docusign City Council Transmittal Coversheet

RFP	8094-1
File Name	Bonnie Brae 3 Widening & Relocation - CO#5
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 18AA147C-9A3C-418F-AAE1-8E926D174B4D

CITY OF DENTON CHANGE ORDER FORM

City of Denton - Capital Projects
401 N. Elm Street
Denton, TX 76201
Robin Davis, Project Manager

Contractor: Sundt Construction, Inc.
8445 Freeport Pkwy Suite 240
Irving, TX 75063
Holly Horsak

Proj: **Bonnie Brae Phase 3 Widening & Reconstruction** CHANGE ORDER NO. **5**

IFB# 8094-1 ENG/PMO# 880006-3 PO# 205669

Notice To Proceed Issued:	Current Completion Date:	New Completion Date:
10/16/2023	11/11/2026	11/11/2026

Contract BID Amount:	$ 38,398,900.45			Prior Approved Other Funded CO's:	$ 2,388,362.16
5% Contingency Amount:	$ 1,919,945.02			Current Contract Amount:	$ 42,557,678.18
Total NTE Amount :	$ 40,318,845.47			This CO Other Funding Request:	$ 1,048,785.81
Prior Approved CUA's:	$ 1,770,415.57			Total Change Request:	$ 1,048,785.81
Available Contingency:	$ 149,529.45				
This CUA Request:	$ -	Orig Contract Days:	912	This CO Days Request:	0
Contingency Remaining:	$ 149,529.45	Approved CO Days:	210	New Contract Days:	1122

PROJECT SCOPE AND REASON FOR CHANGE

SCOPE OF WORK included in Contract: Widen and reconstruct Bonnie Brae Phase 3 from FM1515/Airport Road to Roselawn Drive from a 2-lane rural roadway to a 4-lane divided urban street section. Includes drainage, water & wastewater improvements as well as street lighting and sidewalks/sidepaths.

Reason for Change:	
Airport Road/FM 1515: $ (47,055.77)	TxDOT requested change from concrete to asphalt since TxDOT will be replacing this section with the future FM 1515 reconstruction/widening project.
Parvin Street Changes: $ 1,750.00	Extended Asphalt section and changed from ribbon curb to curb & gutter to avoid DME conflict.
Willowwood St. Changes: $ 6,345.00	Changed 331 LF of Concrete Ribbon Curb to Concrete Curb & Gutter to improve protection at edge of roadway.
Driveway Revisions: $ (4,765.00)	The driveway for Natl' Wholesale was changed from a future street section to a commercial driveway. Eliminated one (1) driveway, added a new drive not included in plans, widened two (2) gas well entrances to accommodate large trucks, slope improvements needed at various drives and changed lime stabilization to flexbase in approach area to cross existing 8-inch water line.
CPKCS RR ROW Ashpalt: $ 19,550.00	The asphalt transistion within the CPKCS RR ROW was not included in the project plans. Once CPCKS completed their Rail widening work, the asphalt section was completed by Sundt.
Street Revisons: $ (107,452.75)	Added 2 left turn lanes at both gas well entrances south of the RR to ensure proper radius for large trucks. Credit for detour TCP not needed as multiple phases were paved during full closure of Bonnie Brae. Concrete Panel replacement required due to Porta Potty being set on fire overnight.
Drainage Revisons: $ (10,040.00)	Deletion of L7 due to conflict with SS and N12 due to conflict with TXDOT Project. Deletion of 2 manholes once lateral was ran straight to inlets, extension of Inlet I-4 to accommodate gas well driveway widening and extension of 30" RCP (K-1) due to conflict with Sidewalk crossing PCKCS RR Tracks.
Water Revisons: $ 1,190,454.33	Water utilities request to upgrade existing 8inch to 12inch under PCKCS RR tracks (Bore). Adjustment of existing 42" water line Manholes to match elevation of new street grade as well as the relocation of existing water flush point STA 193+85 (not shown on plans) in conflict with 10ft Shared Use Path as well as other misc work-arounds due to conflicts.

CONTINGENCY USE ALLOWANCE (CUA) CONTRACT CHANGES

Contingency is not being used for this Change Order

OTHER FUNDED CONTRACT CHANGES (CO)

QUANTITY CHANGES TO EXISTING ITEMS

Item No.	Spec. Section No.	Description of work	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
9	31 23 16	EXCAVATION	CY	42,773	1,788	$ 20.00	$ 35,760.00
10	02 41 15	REMOVE EXISTING CONCRETE PAVING	SY	5,759	1,569	$ 20.00	$ 31,380.00
11	02 41 15	REMOVE EXISTING ASPHALT PAVING	SY	19,834	-1,529	$ 6.00	$ (9,174.00)
14	32 11 29	12" LIME SLURRY (54LBS/SY)	TON	1,976	-94	$ 325.00	$ (30,452.50)
15	32 11 29	12" LIME TREATED SUBGRADE	SY	73,180	48	$ 5.00	$ 240.00
16	32 11 23	ROADBED BASE	SY	195	-168	$ 40.00	$ (6,720.00)
17	32 13 13	CONCRETE PAVEMENT 6-INCH	SY	890	127	$ 95.00	$ 12,065.00
18	32 13 13	CONCRETE PAVEMENT 8-INCH	SY	3,224	-73	$ 105.00	$ (7,665.00)
19	32 13 13	CONCRETE PAVEMENT 10-INCH	SY	2,825	-53	$ 115.00	$ (6,095.00)
20	32 13 13	CONCRETE PAVEMENT 11-INCH	SY	59,272	215	$ 130.00	$ 27,950.00
21	32 12 16	ASPHALT PAVEMENT, TY C, SAC-A, PG64-22, 2"	SY	3,548	387	$ 30.00	$ 11,610.00
22	32 12 16	ASPHALT PAVEMENT, TY B, PG64-22, 4"	SY	145	-21	$ 40.00	$ (840.00)
23	32 12 16	ASPHALT PAVEMENT, TY B, PG64-22, 7"	SY	1,704	53	$ 70.00	$ 3,710.00
24	32 12 16	ASPHALT PAVEMENT, TY B, PG64-22, 10"	SY	1,699	355	$ 85.00	$ 30,175.00
25	32 16 00	CONCRETE CURB & GUTTER 30-INCH	LF	1,492	333	$ 45.00	$ 14,985.00
26	32 16 00	CONCRETE RIBBON CURB	LF	662	-662	$ 50.00	$ (33,100.00)
27	32 16 00	MONOLITHIC CURB	LF	29,790	-93	$ 7.50	$ (697.50)

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29	32 16 00	10-FOOT SHARED USE PATH 5-INCH	SY	12,946	-24	$ 85.00	$ (2,040.00)
35	32 12 16	TEMPORARY ASPHALT PAVEMENT, TY B, PG64-22, 6"	SY	4,910	-2,160	$ 58.50	$ (126,360.00)
41	32 13 16	4-INCH STAMPED & STAINED CONCRETE	SY	2,755	-82	$ 170.00	$ (13,940.00)
50	33 42 11	18" RCP (CL III)	LF	3,025	24	$ 120.00	$ 2,880.00
55	33 42 11	30" RCP (CL III)	LF	784	65	$ 160.00	$ 10,400.00
57	33 42 11	36" RCP (CL III)	LF	526	-57	$ 260.00	$ (14,820.00)
71	33 42 33	4' x 4' "Y" Inlet	EA	2	-1	$ 8,500.00	$ (8,500.00)
72	33 42 33	Drop Inlet Type 1	EA	1	-1	$ 7,000.00	$ (7,000.00)
73	TxDOT 465	Type M Manhole	EA	21	-1	$ 13,000.00	$ (13,000.00)
210	681.6001	TEMP TRAF SIGNALS	EA	1	-1	$ 120,000.00	$ (120,000.00)
233	32 17 23	TYPE IB EDGELINE	LF	493	1,289	$ 1.25	$ 1,611.25
244	32 17 23	TYPE VB DIAGONAL MARKING	LF	65	38	$ 12.00	$ 456.00
						TOTAL OTHER FUNDED EXISTING QTY CHANGES:	**-$217,181.75**
		NEW ITEMS OF WORK					
355	RFI 69	Airport Road & Ph 8 Flex Base	TON	0	2149	$ 20.45	$ 43,947.05
356	RFI 69	Airport Road & Ph 8 Filter Fabric	SY	0	4000	$ 1.72	$ 6,872.00
357	RFI 69	Airport Road & Ph 8 TCP reconstruction	LS	0	1	$ 4,694.18	$ 4,694.18
358	RFI 48	Relocate water Flush Point	LS	0	1	$ 21,695.25	$ 21,695.25
359	RFI 50	Water Utilities Conflicts Work-arounds	LS	0	1	$ 25,380.22	$ 25,380.22
360	RFI 90	Flowfill Subgrade replacement due to 42-Inch water transmission line trench	LS	0	1	$ 26,335.00	$ 26,335.00
361	RFI 91	42-inch Water line Manhole Adjustments	LS	0	1	$ 19,874.00	$ 19,874.00
362	RFI 72	Water requested Upgrade from 8inch to 12 inch under RR Tracks	LS	0	1	$ 1,117,169.86	$ 1,117,169.86
						TOTAL OTHER FUNDED NEW ITEMS:	**$1,265,967.56**
						TOTAL CHANGE AMOUNT:	**$1,048,785.81**

Bonnie Brae Phase 3
Widening & Reconstruction

Original BID/Contract Amount:	$	38,398,900.45
Original Not To Exceed Amount:	$	40,318,845.47
Total CUA's:	$	1,770,415.57
Total CO's:	$	3,437,147.97
Revised Contract Amount:	**$**	**43,606,463.99**
% of CUA Approved To-Date:		92.21%
Total Changes over Original Bid:		**13.56%**
Percent Changes over NTE:		8.15%

THE AFOREMENTIONED CHANGE, AND WORK AFFECTED THEREBY,
IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

SUBMITTED BY: Signed by: Robin Davis — Robin Davis, Project Manager

ACCEPTED BY CITY ENGINEER/DIRECTOR OF CAPITAL PROJECTS: Signed by: Seth Garcia — Seth Garcia, Director-Capital Projects

ACCEPTED BY CONTRACTOR: Holly Horsak Sr. Project Manager (Name, Title) — DocuSigned by: Holly Horsak — Signature

CITY MANAGER: _____ Signature

ATTEST: _____ Signature

APPROVED AS TO LEGAL FORM: Signed by: Leah Bush — Signature

Certificate Of Completion

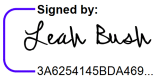
Envelope Id: 18AA147C-9A3C-418F-AAE1-8E926D174B4D
Status: Sent
Subject: Please DocuSign: City Council Contract 8094-1 - Bonnie Brae 3 Widening & Relocation - CO#5
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 7
Initials: 1
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Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
5/5/2026 9:16:12 AM
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cori.power@cityofdenton.com
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Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 5/5/2026 9:33:32 AM Viewed: 5/5/2026 9:33:41 AM Signed: 5/5/2026 9:34:18 AM
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 5/5/2026 3:25:52 PM Viewed: 5/5/2026 3:26:08 PM Signed: 5/5/2026 3:27:01 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/5/2026 9:34:19 AM Resent: 5/5/2026 3:27:03 PM Viewed: 5/5/2026 9:44:21 AM Signed: 5/5/2026 4:46:15 PM
Robin Davis Robin.Davis@cityofdenton.com Project Manager- Capital Projects Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/6/2026 8:21:09 AM ID: 83aeba02-f059-4a04-8f0f-266817d7e300	Signed by:  1786071FDEE947C... Signature Adoption: Uploaded Signature Image Using IP Address: 198.49.140.10	Sent: 5/5/2026 4:46:17 PM Resent: 5/6/2026 8:47:37 AM Viewed: 5/6/2026 8:53:57 AM Signed: 5/6/2026 8:57:21 AM

Signer Events	Signature	Timestamp
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/6/2026 8:57:23 AM Viewed: 5/6/2026 9:33:30 AM Signed: 5/7/2026 11:35:32 AM
Holly Horsak hkhorsak@sundt.com Sr. Project Manager Sundt Construction Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 5/8/2026 9:38:36 AM ID: c48b33e4-c5aa-40cb-81f6-d0265640ebf6	DocuSigned by:  B20E226A98C24FF... Signature Adoption: Pre-selected Style Using IP Address: 155.190.9.6	Sent: 5/7/2026 11:35:35 AM Viewed: 5/8/2026 9:38:36 AM Signed: 5/8/2026 9:53:40 AM
Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/8/2026 10:27:50 AM ID: c81e8dd4-4afa-4d30-bb12-eade9cd6871c	Signed by:  A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/8/2026 9:53:42 AM Viewed: 5/8/2026 10:27:50 AM Signed: 5/8/2026 10:28:15 AM
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 75.226.212.31 Signed using mobile	Sent: 5/8/2026 10:28:21 AM Viewed: 5/8/2026 10:38:15 AM Signed: 5/8/2026 10:38:47 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/8/2026 10:38:50 AM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristi Fogle Kristi.Fogle@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Signer Events	Signature	Timestamp
Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/5/2026 9:34:20 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/8/2026 10:28:19 AM Viewed: 5/11/2026 11:00:37 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

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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 withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

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- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

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 8989 for the maintenance, repair, and rental of heavy-duty John Deere construction equipment for the Fleet Services Department; and providing an effective date (RFP 8989). The Public Utilities Board recommends approval (5 - 0).

INFORMATION/BACKGROUND

Fleet Services previously retained an approved cooperative purchasing agreement with John Deere for the acquisition of heavy-duty construction equipment (City Ordinance 20-1834; Cooperative Contract No. 597-19). At the time the cooperative was retained, it did not include the repair, service, or parts support required to maintain the City's equipment. Because these service components are essential to operational readiness, the cooperative agreement remained limited to equipment purchases and could not meet the City's full support needs.

To address this service gap, Fleet Services issued a Request for Proposal (RFP) to obtain the necessary repair, maintenance, and parts coverage. During the evaluation of the RFP responses, the existing cooperative contract was subsequently amended by the cooperative administrator to include repair and parts support for John Deere equipment. With these amendments in place, the cooperative contract now provides the full lifecycle support required for the City's assets.

Given that the amended cooperative agreement now meets the City's operational and procurement requirements, Fleet Services recommends rejecting the RFP and proceeding under the existing cooperative contract. This approach ensures continuity of service, maintains a single accountable vendor for equipment and support, and aligns with the City's current use of other cooperative agreements.

In accordance with the Local Government Code 252.043, the City Council may reject any and all bids.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 8, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Staff recommends rejection of all proposals for maintenance, repair, and rental of heavy-duty John Deere construction equipment for the Fleet Services Department.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Randy Tunnell, 940-349-8432.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, REJECTING ANY AND ALL COMPETITIVE PROPOSALS UNDER RFP 8989 FOR THE MAINTENANCE, REPAIR, AND RENTAL OF HEAVY-DUTY JOHN DEERE CONSTRUCTION EQUIPMENT FOR THE FLEET SERVICES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE (RFP 8989).

WHEREAS, the City has solicited, received, and tabulated competitive proposals to evaluate John Deere Construction Equipment (RFP 8989) in accordance with the procedures of state laws and the City's ordinances; and

WHEREAS, the City staff recommends, and the City Council has determined, that it is in the best interest of the City that the herein described proposals should be rejected; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. All competitive proposals, as described in the "Request for Proposal", "Bid Proposals", or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned herein (RFP 8989 – John Deere Construction Equipment) are hereby rejected.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute all necessary documents for the rejection of said proposals. The City Manager, or their designee, is hereby authorized, in their discretion, to re-advertise to receive competitive bids, or proceed otherwise, to procure goods and services described in RFP 8989.

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under the RFP 8989 to reject said proposals to the City Manager, or their designee.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

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 Open Systems International, Inc., for continued maintenance and support of the Supervisory Control and Data Acquisition (SCADA) system for Denton Municipal Electric, which is the sole provider of this software, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over $50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 9041 – awarded to Open Systems International, Inc., in the three (3) year not-to-exceed amount of $791,693.00). The Public Utilities Board recommends approval (5 - 0).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

Since 2008, Denton Municipal Electric (DME) has used Open System International's (OSI) Monarch product for several critical operations. OSI Monarch is a control system that enables utilities to support, monitor, control, schedule, and optimize complex network operations, which include:

1. The monitoring and operation of its electric substations via a Supervisory Control and Data Acquisition (SCADA) system operated from its transmission & distribution (T&D) and Control Centers.
2. The facilitation of the purchase of electricity with energy market bid submittals to the Electric Reliability Council of Texas (ERCOT).
3. The sharing of electric load and grid operation data with ERCOT and other third parties through Inter-Control Center Communications Protocol (ICCP).

This contract provides continued maintenance and support for the SCADA system with OSI for an additional three years. The Maintenance and Support package includes essential bug fixes, security updates required for North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) compliance, major feature enhancements, troubleshooting services, and archiving and reporting capabilities. Renewing the sole-source contract with OSI for ongoing maintenance, support, and patch management of this critical application is vital to the reliability and security of the electric system. Monarch Support (T&D) is the maintenance and support of the Transmission and Distribution SCADA system. Monarch Support (GMS) is the maintenance and support of the Generation Management System SCADA

system. Monarch Support (Patch) is the support system that allows us to patch the software on all SCADA systems.

	FY 26-27	FY 27-28	FY 28-29	Total
Monarch Support (T&D)	$97,470.00	$104,293.00	$111,593.00	$313,356.00
Monarch Support (GMS)	85,406.00	91,385.00	97,782.00	274,573.00
Monarch Support (Patch)	50,939.00	54,505.00	58,320.00	163,764.00
Contingency				40,000.00
Total				**$791,693.00**

Section 252.022 of the Local Government Code provides that procurement of sole source commodities and services are exempt from competitive bidding, and if over $50,000, shall be awarded by the governing body.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 8, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award with a contract to Open Systems International, Inc., as a sole source supplier, for continued maintenance and support of the Supervisory Collection and Data Acquisition (SCADA) system for Denton Municipal Electric, in a three (3) year not-to-exceed amount of $791,693.

PRINCIPAL PLACE OF BUSINESS

Open Systems International, Inc.
Medina, MN

ESTIMATED SCHEDULE OF PROJECT

This is a three (3) year contract.

FISCAL INFORMATION

These services will be funded from Denton Municipal Electric Operating Budget account 600750.7899. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $791,693.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Jerry Looper, 940-349-7676.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH OPEN SYSTEMS INTERNATIONAL, INC., FOR CONTINUED MAINTENANCE AND SUPPORT OF THE SUPERVISORY COLLECTION AND DATA ACQUISITION (SCADA) SYSTEM FOR DENTON MUNICIPAL ELECTRIC, WHICH IS THE SOLE PROVIDER OF THIS SOFTWARE, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 252.022, WHICH PROVIDES THAT PROCUREMENT OF COMMODITIES AND SERVICES THAT ARE AVAILABLE FROM ONE SOURCE ARE EXEMPT FROM COMPETITIVE BIDDING, AND IF OVER $50,000, SHALL BE AWARDED BY THE GOVERNING BODY; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 9041 – AWARDED TO OPEN SYSTEMS INTERNATIONAL, INC., IN THE THREE (3) YEAR NOT-TO-EXCEED AMOUNT OF $791,693.00).

WHEREAS, Section 252.022 of the Local Government Code provides that procurement of items that are only available from one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council wishes to procure one or more of the items mentioned in the above paragraph; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following purchase of materials, equipment or supplies, as described in the "File" listed hereon, and on file in the office of the Purchasing Agent, and the license terms attached are hereby approved:

FILE NUMBER	VENDOR	AMOUNT
9041	Open Systems International, Inc.	$791,693.00

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library

that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager, or their designee, is hereby authorized to execute the contract relating to the items specified in Section 1, attached hereto, and the expenditure of funds pursuant to said contract is hereby authorized.

SECTION 5. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

Docusign City Council Transmittal Coversheet

FILE	9041
File Name	OSI Maintenance and Support
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

RENEWAL AMENDMENT TO CONTRACT BETWEEN CITY OF DENTON, TEXAS AND OPEN SYSTEMS INTERNATIONAL, INC. (Contract #9041)

This Renewal Amendment to Contract (Contract 7718) (this **Amendment**) is entered into between the City of Denton, Texas (**City**) and Open Systems International, Inc. (**Supplier**).

Background

The City and Supplier have previously entered into Contract (7718), as amended (the **Agreement**). Initially capitalized terms used but not otherwise defined in this Amendment will have the meanings set forth in the Agreement. The parties desire to amend the Agreement as follows:

1 Effective Date

The terms of this Amendment are effective as of the latest date in the signature block.

2 Contract Term

Section (#3) of Exhibit A will be deleted and replaced in its entirety with the following:

The contract term will be three (3) years, effective from date of award.

The Amendment shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

3 Fee Schedule

Attachment 1 to this Amendment includes the Annual Fee Schedules. This Attachment 1 shall supersede Exhibit B, Part A of the Agreement.

4 Total Contract Amount

The contract total for the continued services shall not exceed $791,693.

5 Updated contract number

This Amendment constitutes a new agreement beginning on the Effective Date between the parties incorporating, except as amended herein, all the terms and conditions in the Agreement for all intents and purposes. Such Agreement will have contract number 9041.

Confirmation of Agreement

This Amendment (together with all exhibits attached hereto) constitutes the entire agreement between the parties regarding the matters of this Amendment and supersedes all prior and contemporaneous agreements and understandings regarding the matters of this Amendment. In the event of a conflict between this Amendment and the Agreement as it relates to the matters of this Amendment, the terms of this Amendment will control. Otherwise, all terms and conditions of the Agreement will remain in full force and effect and likewise apply to this Amendment.

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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_____.

Authorized Signatures:

"CITY"

CITY OF DENTON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

"SUPPLIER"

OPEN SYSTEMS INTERNATIONAL, INC.

By: Signed by: Sean Egan F24127553A41460...

Name: Sean Egan

Title: Vice President of Finance

Date: 5/7/2026

ATTEST:

BY: _____

_____

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

Signed by: Antonio Puente, Jr. E3760944C2BF4B5...

SIGNATURE

Antonio Puente, Jr.

PRINTED NAME

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY: Signed by: Leah Bush 3A6254145BDA469...

DME General Manager

TITLE

Electric

DEPARTMENT

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

Attachment 1

Software Maintenance and Support (SMS) Renewal Quote

Open Systems International, Inc.
4101 Arrowhead Dr
Medina, MN 55340

Reference Number: 0000XaSiLIAV
Quote Number: 00107192
Quote Date: 13 February 2026
Offer Expires: 20 September 2026

Customer: City of Denton (T&D)

Upon payment in full of the specified Total Quote Fees, Open Systems International, Inc. (Licensor) will provide the Product(s) during the Quote Term for the software licensed by Licensor to Customer pursuant to Part B (OSI Software License Agreement) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718 by and between Licensor and Customer dated 9/21/2021. The Product(s) will be provided in accordance with OSI's support program as referenced in Section 6 (Warranties) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718. OSI's support program is detailed in the Software Support Plan Overview, which is incorporated herein by this reference and available upon request.

Year 1: 9/21/2026-9/20/2027			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 97,470.00 (9/21/2026-9/20/2027)*	USD 97,470.00	Denton TX	Gold
Sub-Total Fees:	**USD 97,470.00**		
Year 2: 9/21/2027-9/20/2028			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 104,293.00 (9/21/2027-9/20/2028)*	USD 104,293.00	Denton TX	Gold
Sub-Total Fees:	**USD 104,293.00**		
Year 3: 9/21/2028-9/20/2029			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 111,593.00 (9/21/2028-9/20/2029)*	USD 111,593.00	Denton TX	Gold
Sub-Total Fees:	**USD 111,593.00**		
Total Quote Fees:	**USD 313,356.00**		
Quote Term: **Start Date:**	**21 September 2026**		
End Date:	**20 September 2029**		

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

All amounts to be invoiced hereunder will be exclusive of taxes or duties. Customer is tax exempt, and shall provide Licensor with a valid exemption certificate as evidence of exemption for any taxes that Licensor is required by law to collect and remit to the appropriate taxing jurisdiction. All Quote Fee(s) hereunder shall be paid in U.S. Dollars within 30 days of receipt of the invoice. SMS for the Products must be renewed in the same calendar quarter as the End Date. If SMS for the Products is not renewed in the same calendar quarter as the End Date, Customer will no longer be entitled to SMS for the Products unless and until the perpetual license(s) for the Products are superseded with new term license(s) for the Products, which will be subject to a Software License Agreement by and between Licensor and Customer. An authorized representative of Customer may accept this Quote before it expires by signing below and returning the signed Quote to Licensor. The terms and conditions contained herein, including all forms incorporated herein by reference, shall constitute the entire agreement between Customer and the Licensor regarding SMS and shall supersede all prior agreements regarding SMS. Any purchase order Customer may issue for billing purposes must specifically reference the Quote Number. Purchase order provisions that are different from, or additional to, the provisions of this Quote will not apply.

Customer Signature:		
	Signature	**Printed Name and Title**

TO BE COMPLETED BY CUSTOMER

[ ] Check this box if a purchase order or payment reference number is required by Customer for billing purposes. Customer's failure to check the box confirms that no purchase order is required for Customer's internal payment process. If the box is checked, please insert the purchase order or payment reference number in the space provided:

PO or Reference Number: _____

Licensor does not require a purchase order; however, any purchase order Customer may issue for billing purposes must specifically reference the Quote Number.

Is the billing address below correct? ( ) YES ( ) NO

Denton Municipal Electric
City of Denton Purchasing Department 901-13 Texas
Denton, TX 76209
tony.jones@cityofdenton.com

Is the shipping address below correct? ( ) YES ( ) NO

Denton Municipal Electric
1659 Spencer Rd
Denton, TX 76209
tony.jones@cityofdenton.com

In case of changes, enter the correct address(es) below:

_____

_____

_____

_____

Please contact the Sales Account Manager (SAM) for questions regarding this quote:

SAM: Steve Dworak; Email: Steve.Dworak@emerson.com

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

Software Maintenance and Support (SMS) Renewal Quote

Open Systems International, Inc.
4101 Arrowhead Dr
Medina, MN 55340

Reference Number: 0000XaShUIAV
Quote Number: 00107190
Quote Date: 13 February 2026
Offer Expires: 20 September 2026

Customer: City of Denton (GMS)

Upon payment in full of the specified Total Quote Fees, Open Systems International, Inc. (Licensor) will provide the Product(s) during the Quote Term for the software licensed by Licensor to Customer pursuant to Part B (OSI Software License Agreement) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718 by and between Licensor and Customer dated 9/21/2021. The Product(s) will be provided in accordance with OSI's support program as referenced in Section 6 (Warranties) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718. OSI's support program is detailed in the Software Support Plan Overview, which is incorporated herein by this reference and available upon request.

Year 1: 9/21/2026-9/20/2027			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 85,406.00 (9/21/2026-9/20/2027)*	USD 85,406.00	Denton TX	Gold
Sub-Total Fees:	**USD 85,406.00**		
Year 2: 9/21/2027-9/20/2028			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 91,385.00 (9/21/2027-9/20/2028)*	USD 91,385.00	Denton TX	Gold
Sub-Total Fees:	**USD 91,385.00**		
Year 3: 9/21/2028-9/20/2029			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 97,782.00 (9/21/2028-9/20/2029)*	USD 97,782.00	Denton TX	Gold
Sub-Total Fees:	**USD 97,782.00**		
Total Quote Fees:	**USD 274,573.00**		
Quote Term:	**Start Date:**	**21 September 2026**	
	End Date:	**20 September 2029**	

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

All amounts to be invoiced hereunder will be exclusive of taxes or duties. Customer is tax exempt, and shall provide Licensor with a valid exemption certificate as evidence of exemption for any taxes that Licensor is required by law to collect and remit to the appropriate taxing jurisdiction. All Quote Fee(s) hereunder shall be paid in U.S. Dollars within 30 days of receipt of the invoice. SMS for the Products must be renewed in the same calendar quarter as the End Date. If SMS for the Products is not renewed in the same calendar quarter as the End Date, Customer will no longer be entitled to SMS for the Products unless and until the perpetual license(s) for the Products are superseded with new term license(s) for the Products, which will be subject to a Software License Agreement by and between Licensor and Customer. An authorized representative of Customer may accept this Quote before it expires by signing below and returning the signed Quote to Licensor. The terms and conditions contained herein, including all forms incorporated herein by reference, shall constitute the entire agreement between Customer and the Licensor regarding SMS and shall supersede all prior agreements regarding SMS. Any purchase order Customer may issue for billing purposes must specifically reference the Quote Number. Purchase order provisions that are different from, or additional to, the provisions of this Quote will not apply.

Customer Signature:		
	Signature	**Printed Name and Title**

TO BE COMPLETED BY CUSTOMER

[ ] Check this box if a purchase order or payment reference number is required by Customer for billing purposes. Customer's failure to check the box confirms that no purchase order is required for Customer's internal payment process. If the box is checked, please insert the purchase order or payment reference number in the space provided:

PO or Reference Number: _____

Licensor does not require a purchase order; however, any purchase order Customer may issue for billing purposes must specifically reference the Quote Number.

Is the billing address below correct? ( ) YES ( ) NO

Denton Municipal Electric
City of Denton Purchasing Department 901-13 Texas
Denton, TX 76209
tony.jones@cityofdenton.com

Is the shipping address below correct? ( ) YES ( ) NO

Denton Municipal Electric
1659 Spencer Rd
Denton, TX 76209
tony.jones@cityofdenton.com

In case of changes, enter the correct address(es) below:

_____

_____

_____

_____

Please contact the Sales Account Manager (SAM) for questions regarding this quote:

SAM: Steve Dworak; Email: Steve.Dworak@emerson.com

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

Software Maintenance and Support (SMS) Renewal Quote

Open Systems International, Inc.
4101 Arrowhead Dr
Medina, MN 55340

Reference Number: 0000XaSiEIAV
Quote Number: 00107197
Quote Date: 13 February 2026
Offer Expires: 20 September 2026

Customer: City of Denton (Patch)

Upon payment in full of the specified Total Quote Fees, Open Systems International, Inc. (Licensor) will provide the Product(s) during the Quote Term for the software licensed by Licensor to Customer pursuant to Part B (OSI Software License Agreement) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718 by and between Licensor and Customer dated 9/21/2021. The Product(s) will be provided in accordance with OSI's support program as referenced in Section 6 (Warranties) of Exhibit B (OSI Standard Terms and Conditions) to Contract 7718. OSI's support program is detailed in the Software Support Plan Overview, which is incorporated herein by this reference and available upon request.

Year 1: 9/21/2026-9/20/2027			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 50,939.00 (9/21/2026-9/20/2027)*	USD 50,939.00	Denton TX	Gold
Sub-Total Fees:	**USD 50,939.00**		
Year 2: 9/21/2027-9/20/2028			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 54,505.00 (9/21/2027-9/20/2028)*	USD 54,505.00	Denton TX	Gold
Sub-Total Fees:	**USD 54,505.00**		
Year 3: 9/21/2028-9/20/2029			
SMS Products	**Fee**	**Site(s)**	**SMS Support Level**
monarch Support *USD 58,320.00 (9/21/2028-9/20/2029)*	USD 58,320.00	Denton TX	Gold
Sub-Total Fees:	**USD 58,320.00**		
Total Quote Fees:	**USD 163,764.00**		
Quote Term:	**Start Date:**	**21 September 2026**	
	End Date:	**20 September 2029**	

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

All amounts to be invoiced hereunder will be exclusive of taxes or duties. Customer is tax exempt, and shall provide Licensor with a valid exemption certificate as evidence of exemption for any taxes that Licensor is required by law to collect and remit to the appropriate taxing jurisdiction. All Quote Fee(s) hereunder shall be paid in U.S. Dollars within 30 days of receipt of the invoice. SMS for the Products must be renewed in the same calendar quarter as the End Date. If SMS for the Products is not renewed in the same calendar quarter as the End Date, Customer will no longer be entitled to SMS for the Products unless and until the perpetual license(s) for the Products are superseded with new term license(s) for the Products, which will be subject to a Software License Agreement by and between Licensor and Customer. An authorized representative of Customer may accept this Quote before it expires by signing below and returning the signed Quote to Licensor. The terms and conditions contained herein, including all forms incorporated herein by reference, shall constitute the entire agreement between Customer and the Licensor regarding SMS and shall supersede all prior agreements regarding SMS. Any purchase order Customer may issue for billing purposes must specifically reference the Quote Number. Purchase order provisions that are different from, or additional to, the provisions of this Quote will not apply.

Customer Signature:		
	Signature	**Printed Name and Title**

TO BE COMPLETED BY CUSTOMER

[ ] Check this box if a purchase order or payment reference number is required by Customer for billing purposes. Customer's failure to check the box confirms that no purchase order is required for Customer's internal payment process. If the box is checked, please insert the purchase order or payment reference number in the space provided:

PO or Reference Number: _____

Licensor does not require a purchase order; however, any purchase order Customer may issue for billing purposes must specifically reference the Quote Number.

Is the billing address below correct? ( ) YES ( ) NO

Denton Municipal Electric
City of Denton Purchasing Department 901-13 Texas
Denton, TX 76209
tony.jones@cityofdenton.com

Is the shipping address below correct? ( ) YES ( ) NO

Denton Municipal Electric
1659 Spencer Rd
Denton, TX 76209
tony.jones@cityofdenton.com

In case of changes, enter the correct address(es) below:

_____

_____

_____

_____

Please contact the Sales Account Manager (SAM) for questions regarding this quote:

SAM: Steve Dworak; Email: Steve.Dworak@emerson.com

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.
By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

Open Systems International, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by: Sean Egan E24127553A41460...

Signature of vendor doing business with the governmental entity

5/7/2026
Date

Docusign Envelope ID: 2916BD1B-A24D-430B-92F4-47155736C310

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

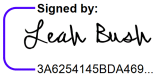
Certificate Of Completion

Envelope Id: 2916BD1B-A24D-430B-92F4-47155736C310
Status: Sent
Subject: Please DocuSign: City Council Contract 9041 - OSI Maintenance and Support
Source Envelope:
Document Pages: 11
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
5/5/2026 1:37:55 PM
Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 5/6/2026 10:41:48 AM Viewed: 5/6/2026 11:00:17 AM Signed: 5/6/2026 11:00:23 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/6/2026 11:00:26 AM Viewed: 5/6/2026 11:05:38 AM Signed: 5/6/2026 11:06:44 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/6/2026 11:06:47 AM Viewed: 5/6/2026 4:52:20 PM Signed: 5/7/2026 1:52:10 PM
Sean Egan Sean.Egan@aspentech.com Vice President of Finance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/7/2026 2:24:14 PM ID: dcea1448-85ae-473b-b047-9b9f12a44edb	Signed by:  F24127553A41460... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:f:5d0e::40 Signed using mobile	Sent: 5/7/2026 1:52:14 PM Viewed: 5/7/2026 2:24:14 PM Signed: 5/7/2026 5:09:38 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/7/2026 5:15:39 PM ID: 5200249f-86e4-4a33-b5eb-4c6d5d6a6b91	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 5/7/2026 5:09:42 PM Viewed: 5/7/2026 5:15:39 PM Signed: 5/7/2026 5:15:55 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/7/2026 5:15:58 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristi Fogle kristi.fogle@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/6/2026 11:00:27 AM
Steve Dworak steve.dworak@emerson.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/7/2026 1:52:14 PM Viewed: 5/7/2026 1:59:19 PM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/7/2026 5:15:58 PM Viewed: 5/11/2026 10:58:02 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/29/2026 11:43:09 AM ID: c8c4a3b4-c082-457a-846b-3281d721330f		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/6/2026 10:41:49 AM
Envelope Updated	Security Checked	5/6/2026 10:59:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a Professional Services Agreement between the City of Denton and Kimley-Horn and Associates, Inc., amending the contract approved by the City Council on May 3, 2022, in the not-to-exceed amount of $312,000.00; amended by Amendment 1 approved by Purchasing; said second amendment to provide grant submission support for construction funding through the Federal Railroad Administration Consolidated Rail Infrastructure and Safety Improvements Program of the Grade Crossing Improvements of the Downtown UPRR Quiet Zone Project for Capital Projects; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7292-006 – providing for an additional second amendment expenditure amount not-to-exceed $65,000.00, with the total contract amount not-to-exceed $425,500.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure, Safety, and Mobility.

INFORMATION/BACKGROUND

Implementation of a Quiet Zone (QZ) along the Union Pacific Railroad (UPRR) in downtown Denton at the Prairie, Sycamore, Hickory, and McKinney Streets grade crossings was approved as part of the City's 2014 Bond Program.

On September 20, 2020, the City entered into a Public Highway At-Grade Crossing Agreement with UPRR (Ordinance Number 20-1699), establishing the framework for improvements required to support the future Quiet Zone.

In late 2021, staff determined that pedestrian connectivity improvements should be constructed simultaneously with the Quiet Zone project to provide continuous sidewalks through the railroad crossings, including any UPRR-required pedestrian safety enhancements. Due to these additional needs and other Federal Railroad Administration (FRA) & UPRR requirements, Engineering staff elected to have the project designed by a consultant. On May 3, 2022, the City Council approved a Professional Services Agreement with Kimley-Horn and Associates for the Downtown UPRR Quiet Zone Engineering Services, using the pre-qualified list from RFQ 7292 for professional transportation engineering services.

On February 1, 2024, Amendment No. 1 in the amount of $48,500.00 was authorized by Purchasing to provide full-depth repair engineering services for Sycamore Street between Bell Avenue and the UPRR right-of-way.

On April 20, 2026, the Federal Railroad Administration (FRA) released new grant funding opportunities for projects ready for construction. Following coordination with FRA staff, it was determined that the City's Downtown UPRR Quiet Zone Project meets eligibility criteria for both the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program and the Railroad Crossing Elimination (RCE), now known as the Crossing Safety Program.

Amendment No. 2 provides the additional engineering and support services necessary to complete grant applications for both the CRISI and RCE programs.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 23, 2021, Council approved RFQ 7292 for a prequalified list of professional transportation engineering firms (Ordinance 21-554).

On May 3, 2022, Council approved a contract with Kimley-Horn and Associates, Inc., in the not-to-exceed amount of $312,000 (Ordinance 22-916).

RECOMMENDATION

Award Amendment No. 1 with Kimley-Horn and Associates, Inc., for grant submission support for construction funding through the Federal Railroad Administration Consolidated Rail Infrastructure and Safety Improvements Program of the Grade Crossing Improvements of the Downtown UPRR Quiet Zone Project for Capital Projects, in a not-to-exceed amount of $65,000, for a total amended contract amount of $425,500.

PRINCIPAL PLACE OF BUSINESS

Kimley-Horn and Associates, Inc.
Fort Worth, TX

ESTIMATED SCHEDULE OF PROJECT

Applications will be submitted to FRA in accordance with the grant submittal requirements.

FISCAL INFORMATION

These services will be funded from project account 310001449.1360.21100. Purchase Order #200043 will be revised to include the second amendment amount of $65,000. The total amended amount of this contract is $425,500.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance, Contract, and Amendment 1
Exhibit 3: Ordinance and Amendment No.2

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this agreement, contact: Robin Davis, 940-349-7713.

Legal point of contact: Leah Bush at 940-349-8339.

ORDINANCE NO. 22-916

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE UNION PACIFIC RAILROAD (UPRR) DOWNTOWN QUIET ZONE DESIGN FOR THE CITY OF DENTON AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7292-006 – PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES AWARDED TO KIMLEY-HORN AND ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF $312,000.00).

WHEREAS, on March 23, 2021, the City Council approved a pre-qualified professional services list of state certified Transportation Engineers for various improvements and public safety-related projects within the City of Denton (Ordinance 21-554), 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, 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 to Kimley-Horn and Associates, Inc., to provide professional consulting 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 Alison Maguire and seconded by Jesse Davis. 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 3rd day of May, 2022.

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: 2022.04.18 11:21:53 -05'00'

DocuSign Envelope ID: EC7589CA-5FEE-42B2-B1AA-5BC1D674B364

Docusign City Council Transmittal Coversheet

PSA	7292-006
File Name	UPRR Downton Quiet Zone Design
Purchasing Contact	Cori Power
City Council Target Date	MAY 3, 2022
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	22-916

DS
LH

DocuSign Envelope ID: EC7589CA-5FEE-42B2-B1AA-5BC1D674B364

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 Kimley-Horn and Associates, Inc., with its corporate office at 05/03/2022 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Union Pacific Railroad (UPRR) Downtown Quiet Zone Design (the "PROJECT").

SECTION 1
Scope of Services

A. The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.

B. Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2
Compensation and Term of Agreement

A. The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed $312,000 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment D.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

DocuSign Envelope ID: EC7589CA-5FEE-42B2-B1AA-5BC1D674B364

A. Invoice and Payment

(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment D 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

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care of a competent engineer.

C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

(1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

(2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or

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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 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

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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.

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

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compensation and employers liability insurance and, if necessary, 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.

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f. Insurers for all policies must be authorized to do business in the State of 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

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The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment D 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

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testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

(2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5
Obligations of the City

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment D.

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.

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F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

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(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6
General Legal Provisions

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

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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:

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.

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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.

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**.

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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 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

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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

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. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908

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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 Engineer submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Engineer 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.

O. 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 Engineer shall complete and submit the City's Conflict of Interest Questionnaire.

P. 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

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this AGREEMENT:

Attachment A - Scope of Services
Attachment B - Compensation
Attachment C – Changes and Amendments to Agreement
Attachment D - Project Schedule

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

Duly executed by each party's designated representative to be effective on 05/03/2022.

ENGINEER

BY: DocuSigned by: Scott R. Arnold D1B5A80061EE4E9...
AUTHORIZED SIGNATURE

Printed Name: Scott Arnold

Title: Vice President

8173356511
PHONE NUMBER

Scott.arnold@kimley-horn.com
EMAIL ADDRESS

2022-874041
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: DocuSigned by: Sara Hensley 5236DB296270423...
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...

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THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and
business terms.

DocuSigned by:
Rebecca Diviney
C50F2B4E4B6745F...

SIGNATURE

Rebecca Diviney
PRINTED NAME

Director of Capital Projects/City Engineer
TITLE

Capital Projects/Engineering
DEPARTMENT

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ATTACHMENT "A"

Scope of Services and Fee for Engineering Design Related Services for:

DOWNTOWN UNION PACIFIC RAILROAD (UPRR) QUIET ZONE DESIGN

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

OBJECTIVE

The objective of this project is to design improvements to support the implementation of quiet zones at four (4) crossings of UPRR at East Prairie Street, East Sycamore Street, East Hickory Street and East McKinney Street.

The project also includes coordination with UPRR and FRA and preparing documents necessary to establish the quiet zone at these four (4) crossings.

Work under this agreement consists of project management, data collection, diagnostic meeting and railroad coordination, conceptual design, preliminary and final design, bid phase services, construction phase services, topographic survey and TDLR permitting.

WORK TO BE PERFORMED

Task 1. Design Management
Task 2. Traffic Data Collection
Task 3. Diagnostic Meeting and Railroad Coordination
Task 4. Conceptual Design (30%)
Task 5. Preliminary Design (60%)
Task 6. Final Design (90% and 100%)
Task 7. Bidding Phase Services
Task 8. Construction Phase Services
Task 9. Topographic Survey Services
Task 10. TDLR Permitting

TASK 1. DESIGN MANAGEMENT.

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team:

- Lead, manage and direct design team activities

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- Ensure Quality Control / Quality Assurance (QC/QA) is practiced in performance of the work.
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY's objectives, and ensure economical and functional designs that meet CITY's requirements.
- Attend two (2) field meetings with CITY representatives prior to the 30% and 90% submittals.
- Conduct and document ***monthly*** project update meetings with CITY's Project Manager and CITY staff.
- Conduct review meetings with CITY at the end of each design phase.
- Conduct QC/QA reviews and document those activities.
- Prepare invoices and submit monthly in the format requested by the CITY.
- Prepare and submit monthly project status reports in the format provided by the CITY.
- Prepare and submit baseline project schedule initially, and project schedule updates with a schedule narrative monthly.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design. The coordination with railroad and FRA is included separately on Task 3.
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.

ASSUMPTIONS

- One (1) pre-design project kickoff/chartering meeting.
- Two (2) field review meetings.
- Twelve (12) monthly project update meetings during design phase.
- Two (2) plan review meetings.
- Project design phase is estimated to be Twelve (12) months.
- Project construction phase is estimated to be nine (9) months.
- Twelve (12) monthly updates of project status reports and project schedule.

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DELIVERABLES

- Meeting summaries with action items
- Baseline design schedule
- Monthly schedule updates with schedule narrative describing any current or anticipated schedule changes
- Monthly project status reports
- Monthly invoices

TASK 2. TRAFFIC DATA COLLECTION.

ENGINEER will, via a sub-consultant, collect the 72 hours traffic and pedestrian volumes counts for all four railroad crossings locations. A total of four (4) 72- hour tube counts and up to four (4) pedestrian counts are included. The traffic data will be utilized for the quiet zone risk calculation.

ASSUMPTIONS

- None

DELIVERABLES

- Traffic Data

TASK 3. DIAGNOSTIC MEETING AND RAILROAD COORDINATION.

ENGINEER will assist CITY with the railroad coordination and diagnostic meeting to establish quiet zone for these four crossings. This task will consist of the following:

- Perform quiet zone calculation for the corridor.
- Coordinate, prepare and attend diagnostic meeting with CITY, UPRR and FRA.
- Prepare diagnostic meeting notes and exhibit to distribute diagnostic team for review.
- Address comments on diagnostic meeting notes and exhibits.
- Prepare and submit Notice of Intent (NOI) for review.
- Update and respond to comments from NOI.
- Prepare and attend for the quiet zone compliance construction site visit.
- Prepare and submit Notice of Establishment (NOE).

ASSUMPTIONS

- Two (2) site visits are assumed

DELIVERABLES

- Diagnostic meeting notes and exhibits
- NOI
- NOE

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TASK 4. CONCEPTUAL DESIGN (30 PERCENT).

The Conceptual Design shall be submitted to CITY per the approved Project Schedule.

The purpose of the conceptual design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept.

ENGINEER will develop the conceptual design of the infrastructure as follows.

4.1. Data Collection

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including utilities, agencies (CITY, TxDOT, etc), CITY Master Plans, and property ownership as available from the Tax Assessor's office.
- The ENGINEER will consult with the CITY's Public Works Department, public utilities, private utilities, and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project.

4.2. Utility Clearance

- ENGINEER will develop the design of CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs. Where conflicts cannot be avoided, coordination of Utility Conflicts will begin at the Conceptual Design phase.
- In the case of a public utility conflict, the ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

4.3. The Conceptual Design Package shall consist of the following:

- Preliminary cover and index of sheets showing project limits, area location map and beginning and end station limits.
- Quantity Summary page.
- Existing typical sections of the roadway to be constructed along with proposed typical sections which outline the proposed improvements. Typical sections shall consist of existing and proposed ROW, existing and proposed lane widths and direction arrows, existing and proposed curbs, sidewalks, and retaining walls.
- Conceptual roadway sheets showing existing and proposed horizontal roadway alignments, existing and proposed ROW, existing and proposed sidewalks and driveways, proposed lane dimensions and lane arrows, existing drainage structures, CITY owned and franchise utilities.

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- Documentation of key design decisions.
- Opinion of probable construction cost (OPCC).

ASSUMPTIONS

- Three (3) sets of 11"x17" size plans will be delivered to CITY for the 30% design.
- ENGINEER shall not proceed with Preliminary Design activities without written approval by the CITY and TxDOT of the Conceptual Design Package.
- The improvements to be designed at each location are as follows:
  - **East Prairie Street**
    - Add curb and gutter to protect gates on both sides. UPRR requires gates to be 5'-3" from face of curb to center of gates. If no curb and gutter the gate needs to be 9'-3" from edge of pavement (EOP).
    - Update median design on the west of the tracks as necessary.
    - Redesign and move the median to reflect recent track removal by UPRR.
    - Narrow driveway on NW corner.
    - Relocate driveway on SE corner.
    - Add sidewalk across tracks on north side of the street. The proposed sidewalk will stop roughly 100 feet east of tracks to allow for future connection.
    - It is assumed that the sidewalk connection on south side of the road is not needed. If required, it will be provided as separate scope of work.
    - Add additional RR panel for new sidewalk on north side of the road.
    - No pedestrian and bypass gates are assumed. If required, it will be provided as separate scope of work.
    - Collect additional topographic survey on north side of the tracks for sidewalk construction. Refer to Task 9 for details.
    - Mill and overlay to improve pavement conditions for approximately 150 feet on either side of the tracks.
  - **East Sycamore Street**
    - Add curb and gutter to protect gates on both sides. UPRR requires gates to be 5'-3" from face of curb to center of gates. If no curb and gutter the gate needs to be 9'-3" from EOP.
    - Redesign both east and west medians to reflect recent track removal by UPRR. The existing design of the proposed western median needs to be

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revised to accommodate the drainage. As currently designed, the proposed median would create a ponding situation on the road.

- Redesign drainage culvert on SW corner to eliminate vertical drop-off. The drop-off is creating roadside hazard to the cars that needs to be protected.
- Add sidewalk across tracks on north side of the street (Excluded from this scope as this work is already included with the Sycamore Welch TA scope).
- It is assumed that the sidewalk connection on south side of the road is not needed. If required, it will be provided as separate scope of work.
- Design a driveway apron, up to the ROW, for the area of UPRR tracks removal. This driveway will be utilized by UPRR as an access road.
- No pedestrian and bypass gates are assumed. If required, it will be provided as separate scope of work.
- Coordinate the relocation of existing RR gates on the east side to reflect the recent track removal by UPRR.
- Mill and overlay to improve pavement conditions for roughly 350 feet. Approximately 200 feet on the west side of the tracks and 150 feet on the east side of tracks.

- **East Hickory Street**
  - Add sidewalk on both sides of streets. It is anticipated that RR gates will be relocated by UPRR to allow for the better alignment of sidewalk at the back of curb.
  - The alternative sidewalk design would be going behind existing RR gates. This will require additional ROW and additional sidewalk and parkway grading.
  - Redesign driveway on the NW corner. It is assumed that CITY will coordinate with property owner for driveway modification. ENGINEER will assist CITY as needed on the coordination on task.
  - Adjust west median as necessary for the driveway changes. Redesign median on east side to reflect the recent track removal by UPEE. The 1 foot median that was previously designed by the CITY is no longer required.
  - Construct a driveway on NE corner up to ROW line where UPRR has recently removed the tracks.
  - Currently there is ponding on the SE corner adjacent to removed tracks. Regrade roadway to improve drainage. Major roadway profile adjustment is not include on the scope.
  - Additional survey is needed for the sidewalk design. Refer to Task 9 for details.

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- **East McKinney Street**
    - Add sidewalk on both sides of streets. On the north side, there is an existing drainage channel close to roadway which will require pedestrian rail to accommodate sidewalk.
    - Verify median design and evaluate if the median can be widened. The current CITY design proposed 1-foot-wide median is very narrow considering the number of traffic lanes and amount of traffic.
    - If roadway widening is required to install a wider median, it will be provided under separate scope.
    - Redesign eastern median to reflect the recent removal of the second set of tracks by UPRR.
    - Coordinate the relocation of railroad gates to allow space for sidewalk and to meet the clearance requirements from edge of pavement.
    - Additional survey is need for the sidewalk design. Refer to Task 9 for details.

DELIVERABLES

- Conceptual Design Package

TASK 5. PRELIMINARY DESIGN (60 PERCENT).

Preliminary plans and specifications shall be submitted to CITY per the approved Project Schedule.

ENGINEER will develop the preliminary design of the infrastructure as follows.

5.1. The Preliminary Design Drawings and Specifications will consist of the following:

- Preliminary cover and index of sheets including project limits, area location map and beginning and end station limits.
- Quantity Summary page.
- Traffic Control Plan consisting of construction signage and pavement markings which will be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices.
- A Project Control Sheet, showing all Control Points, used, or set while gathering data. Generally, on a scale of not less than 1:400. The following information shall be indicated for each Control Point: identified (existing CITY Monument #8901, PK Nail, 5/8" Iron Rod); X, Y and Z coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only; descriptive location.
- Updated existing and proposed typical section sheets.

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- Updated sidewalk plan sheets displaying station and coordinate data for all horizontal alignment P.C.'s, P.T.'s, P.I.'s.
- No less than two bench marks plan/profile sheet.
- Bearings given on all proposed centerlines, or baselines.
- Sidewalk layout sheets including ROW lines, horizontal alignments, utilities, curbs, sidewalks, driveways, and existing and proposed contours (0.25' intervals).
- Preliminary roadway details to include curbs, curb expansion joints, curb ramps, sidewalks, and pavement details.
- Documentation of key design decisions.
- OPCC.

5.2. Constructability Review

- Prior to the 60 percent review meeting with the CITY and TxDOT, the ENGINEER shall schedule and attend a project site visit with the CITY Project Manager and CITY staff to walk the project. The ENGINEER shall summarize the comments from the field visit and submit this information to the CITY, and TxDOT in writing.

ASSUMPTIONS

- Three (3) sets of 11"x17" size plans will be delivered to CITY for the 60% design for review coordination.
- ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design plans.

DELIVERABLES

- Preliminary Design drawings.
- OPCC.

TASK 6. FINAL DESIGN (90 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).

Upon approval of the Preliminary plans, ENGINEER will prepare construction plans as follows:

- Final draft construction plans (90%) including specifications shall be submitted to CITY per the approved Project Schedule.
- Following a 90% construction plan review meeting with the CITY, the ENGINEER shall submit Final Plans (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.

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- A Quantity Summary page will be included in both the 90% and 100% design packages. Each design sheet of those packages shall include a quantity take off table.
- The ENGINEER shall submit an OPCC with both the 90% and 100% design packages. This estimate shall use standard CITY bid items.

ASSUMPTIONS

- Three (3) sets of 11”x17” size drawings will be delivered for the 90% Design package.
- Three (3) sets of 11”x17” size drawings will be delivered for the 100% Design package.

DELIVERABLES

- 90% construction plans.
- 100% construction plans and applicable letting forms and documents.
- OPCC including summaries of bid items and quantities using CITY standard bid items and format.
- Original 11”x17” size cover mylar for the signatures of authorized CITY officials.

TASK 7. BIDDING PHASE SERVICES

ENGINEER will complete the following tasks for the bidding phase of the project.

7.1. Bidding Support

- Prepare project manual and construction specifications for project bidding.
- Attend pre-bid meeting and bid opening meeting
- Assist with bidder questions
- Prepare bid tabulations for the bid received to check the accuracy.

ASSUMPTIONS

- Two (2) meetings are assumed.

DELIVERABLES

- Bid Tabulation for received bids.

TASK 8. CONSTRUCTION PHASE SERVICES.

ENGINEER will support the construction phase of the project as follows.

8.1. Construction Support

- The ENGINEER shall attend the preconstruction conference.

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- *Visits to Site and Observation of Construction*. ENGINEER will make up to ten (10) visits as directed by CITY in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.

  ENGINEER will not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. ENGINEER does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- *Clarifications and Interpretations.* ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by CITY or TxDOT.

- *Shop Drawings and Samples.* ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

- *Substantial Completion*. ENGINEER will, after notice from Contractor that it considers the Work ready for its intended use, in company with CITY, TxDOT, and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

- *Final Notice of Acceptability of the Work.* ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list.

ASSUMPTIONS

- Four (4) site visits are assumed.
- Four (4) submittal reviews are assumed.
- Five (5) RFI’s are assumed.

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DELIVERABLES

- Response to Contractor's Request for Information.
- Review of shop drawings.
- Final Punch List items.

TASK 9. TOPOGRAPHIC SURVEY SERVICES.

ENGINEER will provide survey support as follows. The survey will supplement the previous survey collected by the CITY which does not cover the areas needed for sidewalk construction.

9.1 Design Survey

- ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey will consist of topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (measure caliper and identify overall canopy), and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts with cross slope to fit intersecting grade lines.
- The minimum survey information to be provided on the plans will consist of the following:
  - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400:
  - The following information about each Control Point;
    a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
    b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
    c. Descriptive Location.
  - Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.
  - No less than two horizontal bench marks, per line or location.
  - Bearings given on all proposed centerlines, or baselines.
  - Station equations relating utilities to paving, when appropriate.

9.2 Temporary Right of Entry Preparation and Submittal

- Prior to entering property, the ENGINEER shall prepare, mail, and obtain Temporary Right of Entry from landowners.

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ASSUMPTIONS

- The survey will be collected as need to supplement to topographic survey provided by the CITY.

DELIVERABLES

- Drawing of the project layout with dimensions and coordinate list.

TASK 10. TDLR PERMITTING.

ENGINEER will provide permitting support for the CITY to obtain any and all agreements and/or permits normally required for a project of this size and type, as follows

10.1 Texas Department of Licensing and Regulation (TDLR)

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- ENGINEER is responsible for providing plans that are in compliance with TDLR requirements.
- Submit construction documents to the TDLR.
- Completing all TDLR forms/applications necessary.
- Obtain the Notice of Substantial Compliance from the TDLR.
- Request an inspection from TDLR or a TDLR locally approved Registered Accessibility Specialist no later than 30 calendar days after construction substantial completion. Advise the CITY in writing of the results of the inspection.
- Responding to agency comments and requests.
- All costs associated with TDLR plan review and inspections are to be paid by the ENGINEER during the course of the project.

ASSUMPTIONS

- Permit preparation will begin after approval of the Final Design.
- One (1) on-site meeting for the final TDLR inspection is assumed.

DELIVERABLES

A. TDLR Plan Review Letter.

B. TDLR Notice of Substantial Compliance.

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ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Sub-surface Utility Engineering (SUE).
- Designing of pedestrian and bypass gates at railroad crossings.
- Additional roadway design beyond included scope.
- Profile adjustments of the roadway.
- Preparation of ROW and easement documents.
- Negotiation of easements or property acquisition.
- Services related to development of the CITY's project financing and/or budget.
- Construction management and inspection services.
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

FEE AND EXPENSES

The ENGINEER will perform the services in Tasks 1 – 10 for the total lump sum fee of $312,000.00. All permitting, application, and similar project fees will be paid directly by the CITY.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and the ENGINEER project number.

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ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

DOWNTOWN UNION PACIFIC RAILROAD (UPRR) QUIET ZONE DESIGN

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be lump sum total not-to-exceed $312,000** for all services including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

The total compensation for Task 1 – Task 10 shall be on a lump sum basis and not to exceed **$312,000**.

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month.

• Task 1 – Design Management	$ 18,000
• Task 2 – Traffic Data Collection	$ 8,000
• Task 3 – Diagnostic meeting and Railroad Coordination	$ 23,000
• Task 4 – Conceptual Design (30 Percent)	$ 61,000
• Task 5 – Preliminary Design (60 Percent)	$ 79,000
• Task 6 – Final Design (90 Percent and 100 Percent)	$ 88,000
• Task 7 – Bidding Phase Services	$ 5,000
• Task 8 – Construction Phase Services	$ 16,000
• Task 9 – Topographic Survey Services	$ 12,000
• Task 10 – TDLR Permitting	$ 2,000
Sub-total:	***$ 312,000***
Grand Total	**$312,000**

ENGINEER will not exceed the total maximum fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only.

All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and ENGINEER project number.

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ATTACHMENT "C"

CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

Design Services for

DOWNTOWN UNION PACIFIC RAILROAD (UPRR) QUIET ZONE DESIGN

No modifications to the Standard Agreement are necessary for this project.

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Attachment "D"

DOWNTOWN UNION PACIFIC RAILROAD (UPRR) QUIET ZONE DESIGN

Kimley-Horn and Associates, Inc.

TASK	START	DATE
Project Initiation		
Design Notice to Proceed	May-22	May-22
Design		
Data Collection/Survey	May-22	Jul-22
30% Submittal	Jul-22	Sep-22
City/ UPRR Review	Sep-22	Oct-22
60% Submittal	Jul-22	Oct-22
City/ UPRR Review	Oct-22	Nov-22
90% Submittal	Nov-22	Jan-23
City/ UPRR Review	Jan-23	Feb-23
Final Design Submittal	Feb-23	Mar-23
Bid Package Submittal	Mar-23	Apr-23
Bidding		
Bid Advertisement	Apr-23	May-23
Contractor Selection	May-23	Jul-23
Conctractor Notice to Proceed	Jul-23	
Construction		
Construction	Jul-23	Mar-24

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

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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.**

Kimley-Horn and Associates, 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.**

N/a

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: Scott P. Arnold D1B5A80061EE4E9...

Signature of vendor doing business with the governmental entity

4/15/2022

Date

DocuSign Envelope ID: EC7589CA-5FEE-42B2-B1AA-5BC1D674B364

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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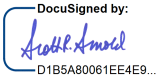
Certificate Of Completion

Envelope Id: EC7589CA5FEE42B2B1AA5BC1D674B364
Status: Completed
Subject: Please DocuSign: City Council Contract 7292-006 UPRR Downtown Quiet Zone Design
Source Envelope:
Document Pages: 38
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: 198.49.140.10

Record Tracking

Status: Original
4/14/2022 11:27:52 AM
Holder: Cori Power
cori.power@cityofdenton.com
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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** Signed by link sent to cori.power@cityofdenton.com Using IP Address: 198.49.140.10	Sent: 4/14/2022 11:46:06 AM Viewed: 4/14/2022 12:06:45 PM Signed: 4/14/2022 12:47:40 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 Signed by link sent to lori.hewell@cityofdenton.com Using IP Address: 198.49.140.10	Sent: 4/14/2022 12:47:43 PM Viewed: 4/15/2022 8:42:20 AM Signed: 4/15/2022 8:42:59 AM
Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Signed by link sent to marcella.lunn@cityofdenton.com Using IP Address: 47.24.6.135	Sent: 4/15/2022 8:43:03 AM Viewed: 4/15/2022 3:38:08 PM Signed: 4/15/2022 3:54:40 PM
Scott Arnold Scott.arnold@kimley-horn.com Vice President Kimley-Horn and Associates, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	DocuSigned by:  D1B5A80061EE4E9... Signature Adoption: Uploaded Signature Image Signed by link sent to Scott.arnold@kimley-horn.com Using IP Address: 52.128.53.55 Signed using mobile	Sent: 4/15/2022 3:54:44 PM Viewed: 4/15/2022 4:00:35 PM Signed: 4/15/2022 4:01:23 PM

Signer Events	Signature	Timestamp
Accepted: 3/27/2020 10:55:11 AM ID: a1f38400-e5cc-4b57-8548-4dd7e031355d		
Cori Power cori.power@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	**Completed** Signed by link sent to cori.power@cityofdenton.com Using IP Address: 198.49.140.104	Sent: 4/15/2022 4:01:29 PM Viewed: 4/15/2022 4:24:19 PM Signed: 4/15/2022 4:24:26 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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 Signed by link sent to Rebecca.Diviney@cityofdenton.com Using IP Address: 198.49.140.10	Sent: 4/15/2022 4:01:28 PM Viewed: 4/15/2022 4:44:07 PM Signed: 4/15/2022 4:44:27 PM
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Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	**Completed** Signed by link sent to cheyenne.defee@cityofdenton.com Using IP Address: 198.49.140.10	Sent: 4/15/2022 4:44:31 PM Viewed: 5/4/2022 1:10:34 PM Signed: 5/4/2022 1:10:56 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Signed by link sent to sara.hensley@cityofdenton.com Using IP Address: 47.184.83.229	Sent: 5/4/2022 1:11:00 PM Viewed: 5/4/2022 1:14:41 PM Signed: 5/4/2022 1:14:53 PM
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 Signed by link sent to rosa.rios@cityofdenton.com Using IP Address: 198.49.140.10	Sent: 5/4/2022 1:14:58 PM Viewed: 5/4/2022 1:28:00 PM Signed: 5/4/2022 1:28:29 PM
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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 Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/14/2022 12:47:43 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: 4/15/2022 4:44:31 PM Viewed: 4/15/2022 5:21:25 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/4/2022 1:28:34 PM
Robin Davis Robin.Davis@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/11/2022 2:33:30 PM ID: f227025f-a213-44b7-90e9-5c9c461c63d2	COPIED	Sent: 5/4/2022 1:28:35 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	COPIED	Sent: 5/4/2022 1:28:37 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/4/2022 1:28:00 PM
Signing Complete	Security Checked	5/4/2022 1:28:29 PM
Completed	Security Checked	5/4/2022 1:28:37 PM

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 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	7292-006 UPRR Downton Quiet Zone Design Amend 1
Purchasing Contact	Erica Garcia
Contract Expiration	NA

DocuSign Envelope ID: 90BA5F52-6898-4E5B-A0C4-B27EBE5D6F54

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
PSA

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7292-006 ("Amendment") by and between the City of Denton, Texas ("City") and Kimley-Horn and Associates, Inc. ("Engineer"); to that certain contract executed on May 3, 2022, in the original not-to-exceed amount of $312,000. (the "Agreement"); for services related to Union Pacific Railroad (UPRR) Downtown Quiet Zone Design.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $48,500 with this Amendment for an aggregate not-to-exceed amount of $360,500; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (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 Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to Union Pacific Railroad (UPRR) Downtown Quiet Zone Design, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A", a total fee, including reimbursement for non-labor expenses an amount not to exceed $48,500.

2. This Amendment modifies the Agreement amount to provide an additional $48,500 for the additional services with a revised aggregate not to exceed total of $360,500.

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 Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date February 1, 2024.

"City"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: DocuSigned by: Erica Garcia CE56114ADB9747A... Senior Buyer
AUTHORIZED SIGNOR, TITLE

"Engineer"

KIMLEY HORN AND ASSOCIATES, INC.

By: DocuSigned by: Scott R. Arnold D1B5A80061EE4E9... Vice President
AUTHORIZED SIGNOR, TITLE

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

DocuSigned by: Trevor Crain 7B46EEAB11BC4F2...
SIGNATURE

Trevor Crain
PRINTED NAME

Director of Capital Projects
TITLE

Engineering Services
DEPARTMENT

DocuSign Envelope ID: 90BA5F52-6898-4E5B-A0C4-B27EBE5D6F54

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement:
DOWNTOWN UNION PACIFIC RAILROAD (UPRR) QUIET ZONE DESIGN
Amendment Scope of Services

Scope of Services

The CITY has requested that the ENGINEER perform additional services consisting of the following:

Task 11 – Sycamore St. Full Depth Reconstruction
This task will consist of the following:

- Update typical sections to reflect the proposed full depth section.
- Update removal, paving, and grading plans to reflect the proposed full depth reconstruction.
- Update drainage design as necessary.
- Update the OPCC for full depth reconstruction.
- One (1) round of QA/QC.

ASSUMPTIONS

- All pavement depths are based on the proposed Sycamore St. section used for SED-B Improvements.
- Existing drainage system will not be altered. It is assumed that the drainage modifications are limited to modifying existing drainage inlets as necessary to accommodate the changes due to the full depth reconstruction.

DELIVERABLES

- Design Plans for Sycamore St. full depth reconstruction.

Task 12 – Shady Oaks Addition
ENGINEER will assist CITY with the railroad coordination and diagnostic meeting to maintain the existing quiet zone at the DCTA at Shady Oaks Drive crossing (DOT 414-678S). The existing crossing is part of a pre-existing quiet zone corridor with an existing wayside horn. The CITY has requested the removal of the wayside horn while keeping the crossing as part of the overall existing quiet zone. This task will consist of the following:

- Perform quiet zone calculation for the corridor.
- Coordinate, prepare and attend diagnostic meeting with CITY, UPRR and FRA.
- Prepare diagnostic meeting notes to distribute to diagnostic team for review.
- Address comments on diagnostic meeting notes.
- Prepare and submit Notice of Intent (NOI) for review.
- Update and respond to comments from NOI.
- Prepare and attend for the quiet zone compliance construction site visit.
- Prepare and submit Notice of Establishment (NOE).
- Prepare design plans showing the proposed improvements at the Railroad crossing.

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ASSUMPTIONS

- One (1) site visit is assumed.

DELIVERABLES

- Diagnostic meeting notes.
- NOI.
- NOE.
- Design Plans for crossing improvements.

Task 13 – Geotechnical Investigation/Pavement Design

This task will consist of the following:

- Soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made. In additions to the above investigations, borings and appropriate field and laboratory analysis will be made at reasonable intervals along the project alignment for the Contractor's use in determining soil conditions for preparing bids and Trench Safety Plan.
- The ENGINEER shall prepare a detailed geotechnical engineering study and pavement design in conformance with the City of Denton Geotechnical and Pavement Design Consultation. The study shall include recommendations regarding utility trenching and identify existing groundwater elevation at each boring.

DELIVERABLES

- Geotechnical report.

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Compensation

The additional services described above will be accommodated by increasing the contract amount by $48,500. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Revised Contract
Task 1 – Design Management	$18,000	-	$18,000
Task 2 – Traffic Data Collection	$8,000	-	$8,000
Task 3 – Diagnostic meeting and Railroad Coordination	$23,000	-	$23,000
Task 4 – Conceptual Design (30 Percent)	$61,000	-	$61,000
Task 5 – Preliminary Design (60 Percent)	$79,000	-	$79,000
Task 6 – Final Design (90 Percent and 100 Percent)	$88,000	-	$88,000
Task 7 – Bidding Phase Services	$5,000	-	$5,000
Task 8 – Construction Phase Services	$16,000	-	$16,000
Task 9 – Topographic Survey Services	$12,000	-	$12,000
Task 10 – TDLR Permitting	$2,000	-	$2,000
Task 11 – Sycamore St. Full Depth Reconstruction	-	$34,000	$34,000
Task 12 – Shady Oaks Addition	-	$6,000	$6,000
Task 13 – Geotechnical Investigation/Pavement Design	-	$8,500	$8,500
Totals:	**$312,000**	**$48,500**	**$360,500**

Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Erica Garcia
CE56114ADB9747A...

Title: Senior Buyer

Date: February 1, 2024

BY:
ENGINEER
Kimley-Horn and Associates, Inc

Scott P. Arnold

Title: Scott Arnold, P.E., Vice President

Date: January 8, 2024

DocuSign

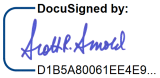
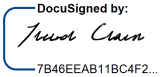
Certificate Of Completion

Envelope Id: 90BA5F5268984E5BA0C4B27EBE5D6F54
Status: Completed
Subject: ***Purchasing Approval*** 7292-006 UPRR Downtown Quiet Zone Design Amendment 1
Source Envelope:
Document Pages: 6
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
2/1/2024 7:13:26 AM
Holder: Erica Garcia
erica.garcia@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 2/1/2024 7:18:35 AM Viewed: 2/1/2024 7:18:44 AM Signed: 2/1/2024 7:19:04 AM
Scott Arnold Scott.arnold@kimley-horn.com Vice President Kimley-Horn and Associates, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/27/2020 10:55:11 AM ID: a1f38400-e5cc-4b57-8548-4dd7e031355d	DocuSigned by:  D1B5A80061EE4E9... Signature Adoption: Uploaded Signature Image Using IP Address: 130.41.212.55	Sent: 2/1/2024 7:19:06 AM Viewed: 2/1/2024 7:22:28 AM Signed: 2/1/2024 7:22:51 AM
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: 2/1/2024 7:28:03 AM ID: e9d64042-ddb4-4c8c-9bf7-888a0af3074f	DocuSigned by:  7B46EEAB11BC4F2... Signature Adoption: Pre-selected Style Using IP Address: 174.244.26.247 Signed using mobile	Sent: 2/1/2024 7:22:53 AM Viewed: 2/1/2024 7:28:03 AM Signed: 2/1/2024 7:28:41 AM
Erica Garcia erica.garcia@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  CE56114ADB9747A... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 2/1/2024 7:28:42 AM Viewed: 2/5/2024 11:04:06 AM Signed: 2/5/2024 11:04:42 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: 2/5/2024 11:04:44 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/1/2024 7:18:35 AM
Certified Delivered	Security Checked	2/5/2024 11:04:06 AM
Signing Complete	Security Checked	2/5/2024 11:04:42 AM
Completed	Security Checked	2/5/2024 11:04:44 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND KIMLEY-HORN AND ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY THE CITY COUNCIL ON MAY 3, 2022, IN THE NOT-TO-EXCEED AMOUNT OF $312,000.00; AMENDED BY AMENDMENT 1 APPROVED BY PURCHASING; SAID SECOND AMENDMENT TO PROVIDE GRANT SUBMISSION SUPPORT FOR CONSTRUCTION FUNDING THROUGH THE FEDERAL RAILROAD ADMINISTRATION CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS PROGRAM OF THE GRADE CROSSING IMPROVEMENTS OF THE DOWNTOWN UPRR QUIET ZONE PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7292-006 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $65,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $425,500.00).

WHEREAS, on May 3, 2022, City Council awarded a contract to Kimley-Horn and Associates, Inc., in the amount of $312,000.00, for professional engineering services related to the Union Pacific Railroad (UPRR) Downtown Quiet Zone design for the City of Denton; and

WHEREAS, on February 1, 2024, Purchasing awarded a First Amendment to Kimley-Horn and Associates, Inc., in the amount of $48,500.00; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council finds that the action taken herein is in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Second Amendment, increasing the amount of the contract between the City and Kimley-Horn and Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Sixty-Five Thousand and 0/100 ($65,000.00) 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 $425,500.00.

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 _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush _____

Docusign Envelope ID: 4C0C8622-81B5-8E3A-826F-4EC8861307AD

Docusign City Council Transmittal Coversheet

PSA	7292-006
File Name	Downtown UPRR Quiet Zone Project Amendment #2
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 4C0C8622-81B5-8E3A-826F-4EC8861307AD

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
PSA 7292-006

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 7292-006 ("Amendment") by and between the City of Denton, Texas ("City") and Kimley-Horn and Associates, Inc. ("Engineer"); to that certain contract executed on May 3, 2022, in the original not-to-exceed amount of $312,000 (the "Original Agreement"); amended on February 1, 2024 in the additional amount of $48,500 aggregating a not-to-exceed amount of $360,500 (the "First Amendment") (collectively, the Original Agreement and the First Amendment are the "Agreement") for services related to the design of the Downtown UPRR Quiet Zone Project.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $65,000 with this Amendment for an aggregate not-to-exceed amount of $425,500; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (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 Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the Downtown UPRR Quiet Zone Project are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A", a total fee, including reimbursement for non-labor expenses an amount not to exceed $65,000.

2. This Amendment modifies the Agreement amount to provide an additional $65,000 for the additional services with a revised aggregate not to exceed total of $425,500.

Docusign Envelope ID: 4C0C8622-81B5-8E3A-826F-4EC8861307AD

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date _____.

"ENGINEER"

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
By: Scott R. Arnold Vice President
D1B5A80061EE4E9...
AUTHORIZED SIGNATURE, TITLE

"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
By: Leah Bush
3A6254145BDA469...

ATTEST:

By: _____

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

Signed by:
Seth Garcia
A13701F6BC954FC...
SIGNATURE

Seth Garcia
PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

Docusign Envelope ID: 4C0C8622-81B5-8E3A-826F-4EC8861307AD

Exhibit A

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement:
DOWNTOWN UNION PACIFIC RAILROAD (UPRR) QUIET ZONE DESIGN
Amendment Scope of Services

Scope of Services

The CITY has requested that the ENGINEER perform additional services consisting of the following:

TASK 14. PROJECT MANAGEMENT (GRANT APPLICATION)

14.1. Project Kick-Off Meeting

The ENGINEER will prepare for and host a project kick-off meeting with the CITY to discuss the proposed project for inclusion in the grant application.

14.2. Data Collection

The ENGINEER will collect available data from the CITY, which may include details of existing traffic counts, crash data, citizen complaints, and other information relevant to the application.

The ENGINEER will collect new, 24-hour counts at each of the four (4) crossings. The counts will include vehicular, pedestrian, and bicycle counts.

ASSUMPTIONS

- None

DELIVERABLES

- 24-hour counts.

TASK 15. CRISI GRANT PREPARATION ASSISTANCE

The ENGINEER will assist the CITY in preparing the grant application in accordance with the FY 25-26 Notice of Funding Opportunity issued by the US DOT on April 20, 2026.

The ENGINEER will perform the tasks.

15.1. Standard Forms

The ENGIEER will prepare the following standard forms:

- Application for Federal Assistance (SF-424)
- Disclosure for Lobbying Activities (SF-LLL)
- FRA's F 30

Docusign Envelope ID: 4C0C8622-81B5-8E3A-826F-4EC8861307AD

- FRA F 251

15.2. Additional Information

The ENGINEER will prepare the following information required by the NOFO.

- Project Narrative
  - Cover Page
  - Project Summary
  - Grant Funds, Source and Uses of Project Funds
  - Applicant Eligibility Criteria
  - Project Eligibility Criteria
  - Detailed Project Description
  - Project Location
  - Evaluation and Selection Criteria
  - Project Implementation and Management
- Statement of Work
  - Scope, schedule, budget, and performance measures
- Benefit-Cost Analysis
- Environmental Compliance Documentation

The ENGINEER will meet with the CITY to review the draft materials before submission. The ENGINEER will incorporate the CITY's comments and apply on the CITY's behalf through ValidEval.

The CITY will establish its ValidEval username and password (if these don't already exist) and its Sam.gov UEI number.

ASSUMPTIONS

- The CITY will assist the ENGINEER with the preparation of the Project Narrative and Statement of Work.
- The CITY will obtain the Funding Commitment Documentation and Letters of Support.

DELIVERABLES

- Grant Application Package

TASK 16. RAILROAD CROSSING ELIMINATION (CROSSING SAFETY) PROGRAM GRANT PREPARATION ASSISTANCE

The ENGINEER will assist the CITY in preparing the grant application in accordance with the FY 25-26 Notice of Funding Opportunity issued by the US DOT on April 27, 2026.

The ENGINEER will perform the tasks.

16.1. Standard Forms

The ENGIEER will prepare the following standard forms:

- Application for Federal Assistance (SF-424)
- Disclosure for Lobbying Activities (SF-LLL)

Docusign Envelope ID: 4C0C8622-81B5-8E3A-826F-4EC8861307AD

- FRA's F 30
- FRA F 251

16.2. Additional Information

The ENGINEER will prepare the following information required by the NOFO.

- Project Narrative
  - Cover Page
  - Project Summary
  - Grant Funds, Source and Uses of Project Funds
  - Applicant Eligibility Criteria
  - Project Eligibility Criteria
  - Detailed Project Description
  - Project Location
  - Evaluation and Selection Criteria
  - Project Implementation and Management
- Statement of Work
  - Scope, schedule, budget, and performance measures
- Environmental Compliance Documentation

The ENGINEER will meet with the CITY to review the draft materials before submission. The ENGINEER will incorporate the CITY's comments and apply on the CITY's behalf through ValidEval.

ASSUMPTIONS

- The CITY will assist the ENGINEER with the preparation of the Project Narrative and Statement of Work.
- The CITY will obtain the Funding Commitment Documentation and Letters of Support.

DELIVERABLES

- Grant Application Package

Docusign Envelope ID: 4C0C8622-81B5-8E3A-826F-4EC8861307AD

Compensation

The additional services described above will be accommodated by increasing the contract amount by $65,000. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Amendment No. 2	Revised Contract
Task 1 – Design Management	$18,000	-		$18,000
Task 2 – Traffic Data Collection	$8,000	-		$8,000
Task 3 – Diagnostic meeting and Railroad Coordination	$23,000	-		$23,000
Task 4 – Conceptual Design (30 Percent)	$61,000	-		$61,000
Task 5 – Preliminary Design (60 Percent)	$79,000	-		$79,000
Task 6 – Final Design (90 Percent and 100 Percent)	$88,000	-		$88,000
Task 7 – Bidding Phase Services	$5,000	-		$5,000
Task 8 – Construction Phase Services	$16,000	-		$16,000
Task 9 – Topographic Survey Services	$12,000	-		$12,000
Task 10 – TDLR Permitting	$2,000	-		$2,000
Task 11 – Sycamore St. Full Depth Reconstruction	-	$34,000		$34,000
Task 12 – Shady Oaks Addition	-	$6,000		$6,000
Task 13 – Geotechnical Investigation/Pavement Design	-	$8,500		$8,500
Task 14 – Project Management (Grant Application)			$1,500	$1,500
Task 15 – CRISI Grant Preparation Assistance			$43,500	$43,500
Task 16 – RCE (Crossing Safety) Program Grant Application Assistance			$20,000	$20,000
Totals:	**$312,000**	**$48,500**	**$65,000**	**$425,500**

Certificate Of Completion

Envelope Id: 4C0C8622-81B5-8E3A-826F-4EC8861307AD
Status: Sent
Subject: Please DocuSign: City Council Contract 7292-006 Downtown UPRR Quiet Zone Project Amendment #2
Source Envelope:
Document Pages: 7
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
5/21/2026 9:53:51 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: 5/21/2026 10:02:43 AM Viewed: 5/21/2026 10:02:53 AM Signed: 5/21/2026 10:03:14 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/21/2026 10:03:15 AM Viewed: 5/21/2026 10:06:45 AM Signed: 5/21/2026 10:07:03 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Leah Bush 3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 5/21/2026 10:07:04 AM Viewed: 5/22/2026 3:32:57 PM Signed: 5/22/2026 4:45:29 PM
Scott Arnold Scott.arnold@kimley-horn.com Vice President Kimley-Horn and Associates, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/27/2020 10:55:11 AM ID: a1f38400-e5cc-4b57-8548-4dd7e031355d	DocuSigned by: Scott R. Arnold D1B5A80061EE4E9... Signature Adoption: Uploaded Signature Image Using IP Address: 130.41.174.19	Sent: 5/22/2026 4:45:30 PM Viewed: 5/22/2026 7:50:50 PM Signed: 5/22/2026 7:51:11 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: 2600:6c56:7d00:36d:2dd4:f90a:5c21:f222 Signed using mobile	Sent: 5/22/2026 7:51:12 PM Viewed: 5/25/2026 7:38:35 PM Signed: 5/25/2026 7:39:12 PM
Electronic Record and Signature Disclosure: Accepted: 5/25/2026 7:38:35 PM ID: b283c46f-fc98-487d-a210-12d523526f3f		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)		Sent: 5/25/2026 7:39:15 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Kristi Fogle Kristi.Fogle@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 5/22/2026 4:00:41 PM ID: 75762ea0-0743-4f83-b3a2-bf40088727f9		

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: 5/21/2026 10:03:15 AM
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: 5/25/2026 7:39:14 PM Viewed: 5/26/2026 12:40:40 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Robin Davis Robin.Davis@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/21/2026 5:10:31 PM ID: fe1006a6-a52f-4b1a-b193-52737500ff3e		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/21/2026 10:02:43 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.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

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 Professional Services Agreement between the City of Denton and Innovative Transportation Solutions, Inc., amending the contract approved by City Council on May 2, 2023, in the not-to-exceed amount of $630,000.00; said first amendment to continue to provide additional transportation consulting services for the Development Services Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8179 – providing for an additional first amendment expenditure amount not-to-exceed $108,000.00, with the total contract amount not-to-exceed $738,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

Innovative Transportation Solutions, Inc. (ITS) has provided transportation consulting services to the City of Denton since 2002, supporting various Capital Projects Department initiatives and assisting the City in leveraging municipal funds with county, regional, state, and federal sources. Their work has contributed to securing significant outside funding and advancing major mobility projects throughout the City.

The current contract rate has remained unchanged for 16 years. During that time, both the nature and volume of work performed by ITS have substantially increased. In addition, the technical expertise and responsibilities of ITS staff have evolved, warranting an update to their hourly rates to reflect their current qualifications and the professional market.

This First Amendment updates the annual fee to:

- Account for the increased workload delivered under the existing agreement
- Align ITS's hourly rates with the experience and skill sets of their current team
- Ensure continued access to specialized transportation funding, planning, and coordination services necessary for ongoing City infrastructure initiatives

Continuing the contract with ITS ensures that the City of Denton retains a high-level strategic advocate with a demonstrated ability to secure funding for the City. ITS's relationships with TxDOT and NCTCOG protect the City's long-term interests in a highly competitive regional environment and provide Staff with a resource to help coordinate on larger regional projects.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 2, 2023, City Council approved a contract with Innovative Transportation Solutions, Inc., in the not-to-exceed amount of $630,000 (Ordinance 23-892).

RECOMMENDATION

Award Amendment No. 1 with Innovative Transportation Solutions, Inc., to continue to provide additional transportation consulting services for the Development Services Department, in a not-to-exceed amount of $108,000, for a total amended contract amount of $738,000.

PRINCIPAL PLACE OF BUSINESS

Innovative Transportation Solutions, Inc.
Farmers Branch, TX

ESTIMATED SCHEDULE OF PROJECT

This contract expires on May 2, 2028.

FISCAL INFORMATION

These services will be funded from the Capital Projects department account 840100.7879. Purchase Order #212594 will be revised to include the first amendment amount of $108,000. The total amended amount of this contract is $738,000.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance and Contract
Exhibit 3: Ordinance and Amendment 1

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Charlie Rosendahl, 940-349-8452.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 23-892

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH INNOVATIVE TRANSPORTATION SOLUTIONS, INC., FOR TRANSPORTATION CONSULTING SERVICES ON VARIOUS PROJECTS FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8179 – PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES AWARDED TO INNOVATIVE TRANSPORTATION SOLUTIONS, INC., FOR TWO (2) YEARS, WITH THE OPTION FOR THREE (3) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $630,000.00).

WHEREAS, Innovative Transportation Solutions, 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, this procurement was undertaken as part of the City's governmental function; 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 Innovative Transportation Solutions, Inc., for transportation consulting services on various projects 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 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 2nd day of May, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, INTERIM 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: 2023.04.17 13:27:14 -05'00'

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Docusign City Council Transmittal Coversheet

RFQ	8179
File Name	Transportation Consulting Services
Purchasing Contact	Erica Garcia
City Council Target Date	MAY 2, 2023
Piggy Back Option	Not Applicable
Contract Expiration	MAY 2, 2028
Ordinance	23-892

DS
LH

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PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 8179

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the "Agreement") is made and entered into on 05/02/2023, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and Innovative Transportation Solutions, Inc., with its corporate office at 2701 Valley View Lane, Farmers Branch, TX 75234, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, Transportation Consulting Services, as described in **Exhibit A**, which is on file at the purchasing office and incorporated herein (the "Project").

ARTICLE II
SCOPE OF BASIC SERVICES

The CONSULTANT shall perform the following services in a professional manner:

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A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER's RFQ – 8179 Transportation Consulting Services, which is on file at the purchasing office and made a part hereof as **Exhibit A** as if written word for word herein.

B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit B** as if written word for word herein.

C. CONSULTANT shall perform all those services set forth in individual task orders, as described in **Exhibit B**, which shall be attached to this Agreement and made a part hereof.

D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III
ADDITIONAL SERVICES

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in **Exhibit B**.

A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

E. Visits to the site in excess of the number of trips included in **Exhibit A**.

F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

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ARTICLE IV
TIME OF COMPLETION

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, the contract term will be two (2) years, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional three (3) one-year period.

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.

ARTICLE V
COMPENSATION

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.

2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed $630,000.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the

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maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

C. ADDITIONAL SERVICES: For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in **Exhibit B.** Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.

D. PAYMENT: If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.

E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

ARTICLE VI
OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII
OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service and shall become the property of the OWNER upon the termination of this Agreement. The

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CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII
INDEMNITY AGREEMENT

THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE IX
INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of **Exhibit C** which is attached hereto and made a part of this Agreement as if written word for word herein.

ARTICLE X
ALTERNATIVE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

ARTICLE XI
TERMINATION OF AGREEMENT

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A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.

B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.

C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XII
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE XIII
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

Innovative Transportation Solutions, Inc.
John R. Polster
2701 Valley View Lane
Farmers Branch, TX 75234

To OWNER:

City of Denton
Purchasing Manager –File 8179
901B Texas Street
Denton, Texas 76201

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All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XIV
ENTIRE AGREEMENT

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVI
COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

ARTICLE XVII
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XVIII
PERSONNEL

A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

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B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX
ASSIGNABILITY

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XX
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI
MISCELLANEOUS

A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – RFQ – 8179 Transportation Consulting Services (on file at the purchasing office)
Exhibit B – Consultant's Rate Sheet
Exhibit C – Consultant's Insurance Requirements

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.

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C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be John R. Polster. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.

D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.

E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.

F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

G. 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.

ARTICLE XXII
INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE XXIII
RIGHT TO AUDIT

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during 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 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 this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an

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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 business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'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.

ARTICLE XXIV
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.

ARTICLE XXV
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.

ARTICLE XXVI
Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the***

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term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVII
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.

ARTICLE XXVIII
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.

ARTICLE XXIX
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 Consultant submits a disclosure of interested parties (Form 1295) to the City at the time the Consultant submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Consultant will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The consultant shall:

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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 OWNER 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.

ARTICLE XXX
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 Consultant shall complete and submit the City's Conflict of Interest Questionnaire.

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 HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date 05/02/2023.

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CONSULTANT

BY: DocuSigned by: John R Polster
EC1317F8B1174EA...
AUTHORIZED SIGNATURE

Printed Name: John R Polster

Title: President

972-880-3183
PHONE NUMBER

jpolster@itsinc-tx.com
EMAIL ADDRESS

2023-980429
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: DocuSigned by: Sara Hensley
5236DB296270423...
SARA HENSLEY
CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: DocuSigned by: Jesus J. Salazar
2437C77B807541D...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by: Marcella Lunn
4B070831B4AA438...

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THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

DocuSigned by:
Trevor Crain
7B46EEAB11BC4F2...

SIGNATURE

Trevor Crain

PRINTED NAME

Director of Capital Projects

TITLE

Capital projects

DEPARTMENT

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EXHIBIT B

INNOVATIVE TRANSPORTATION SOLUTIONS INC.
2701 Valley View Lane ♦ Farmers Branch, Texas 75234 ♦ (972) 484-2525 ♦ (972) 484-4545

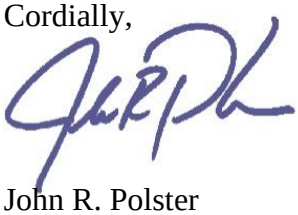
March 2, 2023

Ms. Erica Garcia
Buyer
City of Denton
Materials Management
901 B Texas Street
Denton, TX 76209

Dear Ms. Garcia:

In response to your request for pricing in relation to the contract between ITS and the City of Denton to continue providing transportation consultation services, this letter will serve as notification that ITS does not intend to ask for changes to the agreed upon contract amount as stated in the contract executed on March 6, 2018. We respectfully request to continue with an annual contract amount of $126,000 made payable in monthly installments of $10,500 per month as stated in the agreement. This fee covers all the services proposed in the contract, plus any additional assignments identified by city staff.

Cordially,



John R. Polster
President, ITS
Office: (972) 484-2525
Cell: (972) 880-3183

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INNOVATIVE TRANSPORTATION SOLUTIONS, INC.
SCHEDULE OF BILLABLE RATES

Principal	$275 per hour
Program Manager	$275 per hour
Contract Tech	$105 per hour
Administrative Tech	$ 75 per hour

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Exhibit C

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. Upon bid award, all insurance requirements shall become contractual obligations, which the successful bidder 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 bid award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance, containing the bid 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 bid opening, since the insurance requirements may not be modified or waived after bid opening unless a written exception has been submitted with the 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- VII or better**.

- Any deductibles or self-insured retentions shall be declared in the bid 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: City requires 30 day written notice should any of the policies described on the certificate be cancelled before the expiration date.***

- Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an

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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 Limits (CSL) of not less than **$500,000.00** 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 Worker's 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

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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 Worker's 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 combined bodily injury and property damage per occurrence with a _____ aggregate.

[X] **Professional Liability Insurance**
Professional liability insurance with limits not less than $1,000,000 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[ ] **Builders' Risk Insurance**
Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[ ] **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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ATTACHMENT 1

[ ] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any overage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

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1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4) obtain from each other person with whom it contracts, and provide to the contractor:

a) certificate of coverage, prior to the other person beginning work on the project; and

b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor’s failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

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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.**

Innovative Transportation Solutions, 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 176.001(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

DocuSigned by:
John R Polster
EC131FF8212D4EA...
Signature of vendor doing business with the governmental entity

4/6/2023
Date

DocuSign Envelope ID: A31AAE86-5A7D-4577-9592-7C4A319FDB23

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

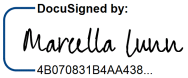
Certificate Of Completion

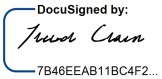
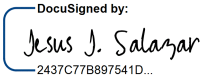
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Subject: Please DocuSign: City Council Contract 8179 Transportation Consulting Services
Source Envelope:
Document Pages: 27
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
4/4/2023 9:43:31 AM
Holder: Erica Garcia
erica.garcia@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.10	Sent: 4/4/2023 9:53:53 AM Viewed: 4/4/2023 9:54:53 AM Signed: 4/4/2023 9:55:58 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: 4/4/2023 9:56:00 AM Viewed: 4/4/2023 1:17:01 PM Signed: 4/4/2023 1:17:45 PM
Marcella Lunn marcella.lunn@cityofdenton.com Mack Reinwand 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: 4/4/2023 1:17:48 PM Viewed: 4/5/2023 4:32:20 PM Signed: 4/5/2023 4:34:14 PM
John R Polster jpolster@itsinc-tx.com President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/6/2023 12:20:20 PM ID: 949b9017-eccb-4676-92f0-0f9adca6da73	DocuSigned by:  EC131FF8212D4EA... Signature Adoption: Pre-selected Style Using IP Address: 47.184.74.101	Sent: 4/5/2023 4:34:18 PM Viewed: 4/6/2023 12:20:20 PM Signed: 4/6/2023 12:22:13 PM

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: 4/6/2023 12:41:22 PM ID: 510639cf-502a-46b0-ab0f-33a55ee83510	DocuSigned by:  7B46EEAB11BC4F2... Signature Adoption: Pre-selected Style Using IP Address: 174.246.96.250 Signed using mobile	Sent: 4/6/2023 12:22:16 PM Viewed: 4/6/2023 12:41:22 PM Signed: 4/6/2023 12:42:05 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: 4/6/2023 12:42:09 PM Viewed: 5/3/2023 8:50:17 AM Signed: 5/3/2023 8:50:42 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: 47.190.47.120 Signed using mobile	Sent: 5/3/2023 8:50:45 AM Viewed: 5/3/2023 8:55:56 AM Signed: 5/3/2023 8:56:02 AM
Jesus J. Salazar jesus.salazar@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/3/2023 12:22:05 PM ID: 44ca1156-4f18-4b58-8930-a79d804f2085	DocuSigned by:  2437C77B897541D... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/3/2023 11:34:29 AM Viewed: 5/3/2023 12:22:05 PM Signed: 5/3/2023 12:23:40 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: 4/4/2023 9:56:01 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: 4/6/2023 12:42:09 PM Viewed: 4/10/2023 9:55:58 AM
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/19/2023 10:59:51 AM ID: ebe47ac4-3a9d-42e7-9f81-773a9e967edb	COPIED	Sent: 5/3/2023 11:34:30 AM Viewed: 5/3/2023 11:35:07 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/3/2023 12:23:43 PM Viewed: 5/3/2023 12:26:30 PM
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: 4/24/2023 11:20:12 AM ID: 791d0539-35c0-4e4d-873d-4bf71ec723a6	COPIED	Sent: 5/3/2023 12:23:44 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/3/2023 12:23:40 PM
Completed	Security Checked	5/3/2023 12:23:45 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND INNOVATIVE TRANSPORTATION SOLUTIONS, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON MAY 2, 2023, IN THE NOT-TO-EXCEED AMOUNT OF $630,000.00; SAID FIRST AMENDMENT TO CONTINUE TO PROVIDE ADDITIONAL TRANSPORTATION CONSULTING SERVICES FOR THE DEVELOPMENT SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8179 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $108,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $738,000.00).

WHEREAS, on May 2, 2023, City Council awarded a contract to Innovative Transportation Solutions, Inc. in the amount of $630,000.00, for transportation consulting services for the Development Services Department; 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 Innovative Transportation Solutions, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Hundred Eight Thousand and 0/100 ($108,000.00) 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 $738,000.00.

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 _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 9F47EE06-4404-41AA-929E-DCF925CC9537

Docusign City Council Transmittal Coversheet

FILE	8179
File Name	Transportation Consulting Services - Amendment 1
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 9F47EE06-4404-41AA-929E-DCF925CC9537

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND INNOVATIVE TRANSPORTATION SOLUTIONS, INC.

THIS FIRST AMENDMENT TO CONTRACT 8179 (this "Amendment") by and between the City of Denton, Texas ("City") and INNOVATIVE TRANSPORTATION SOLUTIONS, INC. ("Contractor") to that certain contract executed on May 2, 2023, in the original not-to-exceed amount of $630,000 (the "Agreement"); for services related to the **Transportation Consulting Services.**

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 $**108,000** with this First Amendment for an aggregate not-to-exceed amount of $**738,000**; 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 $108,000 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 $738,000.
2. This Amendment modifies the Agreement to replace Exhibit B with the updated Pricing Sheet, attached hereto 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.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

Docusign Envelope ID: 9F47EE06-4404-41AA-929E-DCF925CC9537

"CONTRACTOR"
INNOVATIVE TRANSPORTATION SOLUTIONS, INC.
Signed by:
By: John R. Polster President
72DD513...
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
By: Leah Bush
3A6254145BDA469...

ATTEST:

By: _____

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

Signed by:
Charlie Rosendahl Charlie Rosendahl
05357...
SIGNATURE PRINTED NAME

Director
TITLE

Development Services
DEPARTMENT

Docusign Envelope ID: 9F47EE06-4404-41AA-929E-DCF925CC9537

EXHIBIT A

This Amendment modifies the Agreement to replace Exhibit B 'Pricing Sheet' with the updated 'Schedule of Billable Rates' attached hereto as Exhibit A

INNOVATIVE TRANSPORTATION SOLUTIONS, INC. SCHEDULE OF BILLABLE RATES

Principal	$375
Sr. Program Manager	$350
Account/Program Manager	$300
Administrative Tech	$125

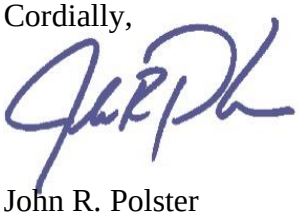
Docusign Envelope ID: 9F47EE06-4404-41AA-929E-DCF925CC9537

INNOVATIVE TRANSPORTATION SOLUTIONS INC.
2701 Valley View Lane ♦ Farmers Branch, Texas 75234 ♦ (972) 484-2525 ♦ (972) 484-4545

April 29, 2026

In response to your request for pricing in relation to the contract between ITS and the City of Denton to continue providing transportation consultation services, this letter will serve as notification that ITS does intend to ask for changes to the agreed upon contract amount as stated in the contract executed on May 2, 2023. We respectfully request to modify the annual contract amount of $126,000 to $180,000 made payable in monthly installments of $15,000 per month as stated in the agreement. The increase in the annual fee reflects the increased workload provided over the past 16 years and an increase in our hourly rates commiserate with our team's skill set. This fee covers all the services proposed in the contract, plus any additional assignments identified by city staff.

Cordially,



John R. Polster
President, ITS
Office: (972) 484-2525
Cell: (972) 880-3183

Certificate Of Completion

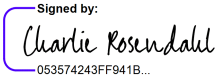
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Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christina Dormady
901B Texas Street
Denton, TX 76209
christina.dormady@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
5/15/2026 1:23:45 PM
Holder: Christina Dormady
christina.dormady@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@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: 5/15/2026 1:27:28 PM Viewed: 5/15/2026 1:27:35 PM Signed: 5/15/2026 1:29:16 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 5/15/2026 1:29:18 PM Viewed: 5/15/2026 1:35:20 PM Signed: 5/15/2026 1:36:16 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Leah Bush 3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 5/15/2026 1:36:17 PM Viewed: 5/15/2026 3:12:39 PM Signed: 5/15/2026 3:15:26 PM
John R. Polster johnp@itsinc-tx.com President Innovative Transportation Solutions, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/15/2026 3:40:23 PM ID: f07dfa63-8725-48fe-9b0d-0bdcd45d5d3c	Signed by: John R. Polster 72DD513CDFF6463... Signature Adoption: Pre-selected Style Using IP Address: 47.186.205.248	Sent: 5/15/2026 3:15:28 PM Viewed: 5/15/2026 3:40:23 PM Signed: 5/15/2026 3:40:49 PM

Signer Events	Signature	Timestamp
Charlie Rosendahl Charlie.rosendahl@cityofdenton.com Director Development Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/18/2026 12:16:19 PM ID: 3ab3de2c-5676-4fe9-8167-686ac07e7992	Signed by:  053574243FF941B... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/15/2026 3:40:51 PM Viewed: 5/18/2026 12:16:19 PM Signed: 5/18/2026 12:16:51 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/18/2026 12:16:53 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristi Folge Kristi.folge@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/15/2026 1:29:18 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/18/2026 12:16:52 PM Viewed: 5/19/2026 11:31:38 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		
Charlie Rosendahl Charlie.rosendahl@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 5/18/2026 12:16:19 PM ID: 3ab3de2c-5676-4fe9-8167-686ac07e7992		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/15/2026 1:27:28 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

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 Freese and Nichols, Inc., for design services for the D26 Denton A-Train Rail Trail Extension (aka Mayhill-DCTA Trail Extension) for the Capital Projects Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-020 – Professional Services Agreement for design services awarded to Freese and Nichols, Inc., in the not-to-exceed amount of $249,660.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The former Mayhill Road at-grade vehicular crossing at the Denton County Transit Authority (DCTA) rail line was permanently closed to traffic following the completion of the Mayhill Road/Bridge over the DCTA corridor. The City and DCTA agreed there would be similar safety, operational, and maintenance benefits to closing the at-grade pedestrian trail crossing and extending the Denton A-Train Rail Trail on the east side of DCTA to the MedPark station. The approximately 1,350-ft (0.25-mile) extension will require a pedestrian bridge through a flood zone and a possible drainage study. It will also require the acquisition of easements from up to two properties. A 270-foot sidewalk gap will also be completed, connecting Mayhill/Colorado to the A-Train Rail Trail.

On November 12, 2020, the DCTA Board of Directors approved the Transportation Reinvestment Program Policy (TRiP) to provide financial assistance to DCTA member cities for transit-supportive projects consistent with DCTA's Long-Range Service Plan and Goals.

On January 23, 2025, a Call for Projects was released for the DCTA TRiP FY 2025 Funding Availability. The City of Denton submitted the D26 Denton A-Train Rail Trail Extension (aka Mayhill-DCTA Trail Extension) for funding reimbursement consideration.

On July 24, 2025, the DCTA Board of Directors determined that Denton's application for the Project met the established criteria for funding.

On January 1, 2026, Denton County executed the Reimbursement Agreement for $2,500,000 for the D26 Denton A-Train Rail Trail Extension project.

The Capital Projects Department is utilizing the approved RFQ 8377 Pre-Qualified List for Professional Engineering Services specializing in Roadways/Sidewalks/Bike Lanes/Intersections/Bridges. The nine pre-qualified firms for the project included: Kimley-Horn and Associates, Inc., Halff Associates, Inc., Teague Nall and Perkins, Inc., Burns & McDonnell, Freese and Nichols, Inc., Westwood Professional Services, HDR Engineering, Inc., Binkley & Barfield, Inc., and CONSOR Engineers, LLC. The statements of qualification of the pre-qualified firms for the Roadways/Sidewalks/Bike Lanes/Intersections/Bridges category were re-evaluated based on criteria including overall experience and qualifications of the firm, past performance and relevant experience on similar projects, and the availability and experience of the proposed staff members. Based on this evaluation, Freese and Nichols, Inc., ranked highest for its more than 40 years of design leadership, unmatched familiarity with the corridor, and proven track record of developing scenarios for this project area. In addition, the team brings deep expertise in drainage, floodplain management, and pedestrian facility design, supported by over a decade of hands-on experience with this specific roadway.

Request for Qualifications for professional engineering services for various capital infrastructure-related projects within the City of Denton for the Capital Projects Department was solicited using the City's formal solicitation process. City Council approved a pre-qualified list of professional service firms on February 20, 2024 (Ordinance 24-276).

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 20, 2024, City Council approved RFQ 8377 for state-certified engineers for professional engineering services for various capital infrastructure-related projects within the City of Denton for the Capital Improvement Projects Department (Ordinance 24-276).

RECOMMENDATION

Award a contract with Freese and Nichols, Inc., for design services for the D26 Denton A-Train Rail Trail Extension (aka Mayhill-DCTA Trail Extension) for the Capital Projects Department, in a not-to-exceed amount of $249,660.

PRINCIPAL PLACE OF BUSINESS

Freese and Nichols, Inc.
Fort Worth, TX

ESTIMATED SCHEDULE OF PROJECT

This project's design completion date is estimated to be March 2027.

FISCAL INFORMATION

These services will be funded from the DCTA CIP Funding account 360262446.1360.21100. Requisition #175407 has been entered into the Purchasing software system for $249,660. The budgeted amount for this item is $249,660.

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: Tracy L. Beck, 940-349-8925.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., FOR DESIGN SERVICES FOR THE D26 DENTON A-TRAIN RAIL TRAIL EXTENSION (AKA MAYHILL-DCTA TRAIL EXTENSION) FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8377-020 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO FREESE AND NICHOLS, INC., IN THE NOT-TO-EXCEED AMOUNT OF $249,660.00).

WHEREAS, on February 20, 2024, the City Council approved a pre-qualified professional services list of state certified Transportation Engineers for various improvements and public safety-related projects within the City of Denton (Ordinance 24-276), 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; 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 Freese and Nichols, Inc., to provide professional design 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 _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

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Docusign City Council Transmittal Coversheet

PSA	8377-020
File Name	Mayhill DCTA Trail Extension Design
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: A6B88796-77D7-425B-9948-884363627881

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES (PSA 8377-020)

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Freese and Nichols, Inc., with its corporate office at 801 Cherry St, Suite 2800, Fort Worth, TX 76102 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Mayhill DCTA Trail Extension (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 **$249,660** 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:

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A. Invoice and Payment

(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.

(2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.

(3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.

(4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

(5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4
Obligations of the Engineer

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

(1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

(1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

(2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the

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PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

(3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

(1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.

(2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

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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.

J. INSURANCE

During the performance of the services under this Agreement, ENGINEER shall maintain insurance in compliance with the requirements of Attachment B which is attached hereto and made a part of this Agreement as if written word for word herein.

K. Independent Consultant

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The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall not 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

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subjected to discrimination under any activities resulting from this AGREEMENT.

(2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5
Obligations of the City

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment A.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

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F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

(1) The CITY may maintain property insurance on certain pre-existing structures

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associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6
General Legal Provisions

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER’s performance of its obligations hereunder.

D. Termination

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(1) This AGREEMENT may be terminated:

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, ENGINEER 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

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SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES**.

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS**

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FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES. CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

R. Certificate of Interested Parties Electronic Filing

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In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

S. 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, and Schedule
Attachment B – Insurance Requirements

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

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certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

Duly executed by each party's designated representative to be effective on _____.

BY:
ENGINEER
FREESE AND NICHOLS, INC.

Signed by:
_____
Authorized Agent, Title

Full Name: James Naylor

_____
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

_____
Cassey Ogden, Interim City Manager

ATTEST:

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Signed by:
_____

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THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

Signed by:
Seth Garcia
A13701F6BC954EC...
SIGNATURE

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

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ATTACHMENT "A"

Scope for Engineering Design Related Services for

Mayhill Shared Use Trail

The scope set forth herein defines the work to be performed by Freese and Nichols, Inc. (ENGINEER) and City of Denton (CLIENT) in completing the project. Both the CLIENT and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

PROJECT DESCRIPTION AND ASSUMPTIONS

This project will include the design of a new shared use trail in two locations:

1. On the northeast side of the DCTA rail from MedPark Station to Edwards Road (Old Mayhill Road rail crossing) including a new pedestrian bridge over PEC-5.
2. From the Mayhill Rd. / Colorado Blvd. intersection to the existing trail at the old Mayhill Road rail crossing within existing City ROW. Most existing pavement in this area will be removed, while maintaining access to adjacent properties. Drainage patterns will be maintained, and existing drainage structures will be utilized as necessary.

This project is funded through the DCTA Transportation Reinvestment Program. Where feasible, the trail alignment will utilize City property and existing ROW, and preparation of easement acquisition documents for two parcels is included in this scope. The design of the trail and bridge is anticipated to span the floodplain of PEC-5, and no H&H modeling services are included in this scope. It is assumed that DCTA will design and construct all improvements within DART ROW. Bidding and construction general representation services are included.

Design assumptions:

- Project will be designed according to current City of Denton design guidelines.
- CLIENT will conduct franchise utility coordination efforts.
- The project will be designed to meet current permitting and design standards based on the date of the signing of this contract.
- Topographic survey obtained from the design of the Mayhill Road project will be utilized for the design portion of the project from Colorado Blvd. to the old Mayhill Road crossing.
- DCTA will design and construct all improvements within DART ROW.
- ROW and easement needs as well as the survey documents will be determined and produced by the ENGINEER, and the CLIENT will perform the acquisition services.

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WORK TO BE PERFORMED

Basic Services

Task 1. Design Management
Task 2. Conceptual Design (30%)
Task 3. Final Design (90% and 100%)
Task 4. Bid Phase Services
Task 5. Construction Phase Services

Special Services

Task 6. Topographic and Boundary Survey
Task 7. Accessibility Plan Review and Inspection

ENGINEER will render the following professional engineering services in connection with the development of the project:

BASIC SERVICES

TASK 1. DESIGN MANAGEMENT

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CLIENT's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CLIENT's Project Manager and others as necessary to make progress on the work. ENGINEER will:

A. Complete internal project setup.

B. Conduct pre-design project kickoff meeting with CLIENT.

C. Conduct and document up to six (6) project update or review meetings with CLIENT Project Manager (not including post-submittal meetings).

D. Conduct monthly internal design team coordination meetings.

E. Prepare and submit monthly invoices with project status reports (up to 6).

F. Prepare baseline design schedule and schedule updates as needed.

G. Make up to three (3) site visits to become familiar with site and observe existing conditions.

DELIVERABLES

i. Meeting summaries with decisions and action items

ii. Baseline design schedule and necessary updates

iii. Monthly Invoices and Project Status Reports

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TASK 2. CONCEPTUAL DESIGN (30%)

A. ENGINEER will collect relevant project data (such as contour data, aerial imagery, and record drawings) from CLIENT and other available sources.
B. In addition to data obtained from the CLIENT, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project.
C. ENGINEER will develop one (1) conceptual design for two trail alignment alternatives, one for each segment of the trail. The conceptual design will include a location map, plan view, profile view, typical sections, and limits of construction boundaries.
D. ENGINEER will determine the right-of-way and easement needs necessary for the construction of the project and furnish information to the CLIENT.
E. ENGINEER will detail the necessary land survey, Deed and Abstract Records search, right-of-way maps, and descriptions of properties to be acquired.
F. ENGINEER will develop an opinion of probable construction cost (OPCC). Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, bid results from previous CLIENT projects of similar type, and ENGINEER experience and engineering judgement.
G. ENGINEER will conduct QA/QC of the design deliverables.

DELIVERABLES

i. Conceptual design showing design alternatives
ii. OPCC for conceptual design

TASK 3. FINAL DESIGN (90% AND 100%)

A. After review and approval of the 30% Design by the CLIENT, ENGINEER will provide 90% Design services.
B. ENGINEER will provide 90% Design services to the CLIENT with the following design plans. All information listed will be provided on the design plans:

GENERAL

- COVER SHEET
- INDEX OF SHEETS
- PROJECT LAYOUT AND SURVEY CONTROL
- HORIZONTAL ALIGNMENT DATA
- TYPICAL SECTIONS
- ROW AND EASEMENT PLAN
- GENERAL NOTES
- EXISTING UTILITY LAYOUT

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- SUMMARY SHEETS

TRAIL
- REMOVAL PLAN
- TRAIL PLAN AND PROFILE
- TRAIL STANDARDS

BRIDGE
- BRIDGE LAYOUT
- TYPICAL CROSS SECTION
- BEARING SEAT ELEVATIONS
- ABUTMENT PLANS, ELEVATIONS, DETAILS
- FOUNDATION DETAILS
- APPLICABLE DETAILS AND TXDOT STANDARDS

EROSION CONTROL
- EROSION CONTROL PLAN
- SW3P – STORM WATER POLLUTION PREVENTION PLAN
- CITY OF DENTON STANDARDS

CROSS SECTIONS

C. Bridge Design:
   a. The bridge is assumed to be a single-span prefabricated truss bridge (e.g., Contech), with an anticipated span length of up to approximately 130 feet, supported on TxDOT-style abutments with drilled shaft foundations and wingwalls.
   b. ENGINEER will coordinate with a representative prefabricated bridge vendor to obtain interface dimensions, load reactions, and anchorage requirements. FNI will not be responsible for design of the bridge superstructure itself beyond specifying code requirements and performance specifications.
   c. ENGINEER will not perform design of the prefabricated bridge superstructure. Contractor is responsible for coordinating with the vendor for structural design and developing shop drawings of the prefabricated bridge.
   d. ENGINEER assumes the railing will be integrated into the pedestrian bridge structure. No separate railings will be designed or called out on the plans. Decorative or custom transitions are excluded unless authorized as additional services.

D. After review and approval of the 90% Design by the CLIENT, ENGINEER will provide 100% Design services.

E. ENGINEER will develop an opinion of probable construction cost (OPCC) based on each design submittal. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, bid results from previous CLIENT projects of similar type, and ENGINEER experience and engineering judgement.

F. ENGINEER will prepare construction specification documents utilizing CLIENT standard documents for the 90% and 100% Design.

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G. ENGINEER will conduct QA/QC and constructability review of the design deliverables for each submittal.
H. ENGINEER will attend one (1) post-submittal meeting (in person) with CLIENT after each submittal.
I. Design Plans, OPCC, and specifications deliverables will be delivered to CLIENT in pdf format.

DELIVERABLES

i. 90% and 100% Design Plans
ii. 90% and 100% Specifications
iii. 90% and 100% Opinion of Probable Costs (OPCC)
iv. QA/QC Documentation

TASK 4. BID PHASE SERVICES

A. CLIENT will host and upload, or post, all bid documents to online bidding site.
B. ENGINEER will provide a copy of the Notice to Bidders for CLIENT to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications will be paid by CLIENT.
C. ENGINEER will attend one (1) in person pre-bid meeting and assist to create a pre-bid meeting agenda.
D. ENGINEER will assist CLIENT by responding to questions and interpreting bid documents. ENGINEER will prepare and issue up to two (2) addenda to the bid documents to CLIENT, if necessary. CLIENT will upload addenda to online bidding site.
E. ENGINEER will assist in the tabulation and review of all bids received for the construction of the improvements and shall make recommendations for award to the CLIENT.
F. ENGINEER will furnish CLIENT with issued for construction sets including four (4) copies of half size (11”x17”) drawings, four (4) copies of the project specifications, and PDF copy of the above items.
G. The project will only be bid once. Any additional bidding efforts would be considered Additional Services.

DELIVERABLES

i. Recommendation of Award
ii. Issued for construction planset

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TASK 5. CONSTRUCTION PHASE SERVICES

Upon completion of the bid or negotiation phase services, ENGINEER will proceed with the performance of construction phase general representation services as described below:

A. In performing these services, it is understood that ENGINEER does not guarantee the CONTRACTOR's performance, nor is ENGINEER responsible for the supervision of the CONTRACTOR's operation and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the CONTRACTOR, or any safety precautions and programs relating in any way to the condition of the premises, the work of the CONTRACTOR or any Subcontractor. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

B. These services are based on the use of ENGINEER's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than ENGINEER's standard are used, the CLIENT agrees to include provisions in the General Conditions that require CONTRACTOR to include ENGINEER: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by CONTRACTOR for the Project (except workers' compensation and ENGINEER liability policies); and (2) as an indemnified party in the CONTRACTOR's indemnification provisions where the CLIENT is named as an indemnified party.

C. ENGINEER will assist CLIENT in conducting pre-construction conference(s) with the CONTRACTOR (s), review construction schedules prepared by the CONTRACTOR (s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the CONTRACTOR.

D. ENGINEER will establish and maintain a project documentation system consistent with the requirements of the construction contract documents. ENGINEER will monitor the processing of CONTRACTOR's submittals and provide for filing and retrieval of project documentation. ENGINEER will produce monthly reports indicating the status of all submittals in the review process. ENGINEER will review up to three (3) rounds of CONTRACTOR's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. ENGINEER will monitor the progress of the CONTRACTOR in sending and processing submittals to see that documentation is being processed in accordance with schedules. Requests for information required to clarify ENGINEER's drawings or intent will be addressed as required and are not included in the CONTRACTOR submittals.

    a. Timeline for Review: ENGINEER shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the

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schedule. ENGINEER's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in ENGINEER's professional judgment, to permit adequate review.

b. Shop Drawings: ENGINEER shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. ENGINEER's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. ENGINEER's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

c. Delegated Design: If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, ENGINEER shall specify the appropriate performance and design criteria that such services must satisfy. ENGINEER shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to ENGINEER. ENGINEER's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. ENGINEER shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

d. Requests for Information: ENGINEER shall review and respond to requests for information about the Contract Documents. ENGINEER shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. ENGINEER's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, ENGINEER shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

E. ENGINEER shall review and certify the amounts due to the Contractor and shall issue certificates in such amounts. ENGINEER's certification for payment shall constitute a representation to CLIENT, based on ENGINEER's evaluation of the Work as provided in and on the data comprising the Contractor's Application for Payment, that, to the

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best of ENGINEER'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 (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by ENGINEER.

a. The issuance of a Certificate for Payment shall not be a representation that ENGINEER has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by CLIENT to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

F. ENGINEER will make up to six [6] (1 per month for 6 months) visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort ENGINEER will report any observed deficiencies to CLIENT. Visits to the site in excess of the specified number are an Additional Service.

G. ENGINEER's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date ENGINEER issues the final Certificate for Payment.

a. Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the original agreement between CLIENT and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent ENGINEER incurs additional cost in providing those Construction Phase Services.

H. ENGINEER will notify the CLIENT of non-conforming work observed on site visits. ENGINEER will review quality related documents provided by the CONTRACTOR such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

I. ENGINEER will coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by CLIENT and is not included in the services to be performed by ENGINEER.

J. ENGINEER will interpret the drawings and specifications for CLIENT and CONTRACTOR(s). Investigations, analyses, and studies requested by the CONTRACTOR(s) and approved by CLIENT, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

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K. ENGINEER will establish procedures for administering constructive changes to the construction contracts. ENGINEER will process up to two (2) change orders and negotiate with the CONTRACTOR on behalf of the CLIENT to determine the cost and time impacts of these changes. ENGINEER will prepare change order documentation for approved changes for execution by the CLIENT. Documentation of field orders, where cost to CLIENT is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the CONTRACTOR or other deviations from the construction contract documents requested by the CONTRACTOR and approved by the CLIENT are an Additional Service. Substitutions of materials or equipment or design modifications requested by the CLIENT are an additional service. Errors and omissions by ENGINEER will be addressed as required for no additional compensation.

L. ENGINEER will prepare documentation for contract modifications required to implement modifications in the design of the project. ENGINEER will receive and evaluate notices of CONTRACTOR claims and make recommendations to the CLIENT on the merit and value of the claim on the basis of information submitted by the CONTRACTOR or available in project documentation. ENGINEER will endeavor to negotiate a settlement value with the CONTRACTOR on behalf of the CLIENT if appropriate. Providing these services to review or evaluate construction CONTRACTOR(s) claim(s), supported by causes not within the control of ENGINEER are an additional service.

M. ENGINEER will conduct, in company with CLIENT's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. ENGINEER will prepare a list of deficiencies to be corrected by the CONTRACTOR before recommendation of final payment. ENGINEER will assist the CLIENT in obtaining legal releases, permits, warranties, spare parts, and keys from the CONTRACTOR. ENGINEER will review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR(s). Visiting the site to review completed work in excess of two (2) trips is an Additional Service.

    a. ENGINEER's Review shall be conducted with CLIENT for the limited purpose of checking conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

N. ENGINEER will revise the construction drawings in accordance with the information furnished by construction CONTRACTOR(s) reflecting changes in the Project made during construction. ENGINEER will furnish CLIENT one (1) electronic copy (.pdf format) of "Record Drawings."

O. This phase does not include the services of a construction manager or inspector.

DELIVERABLES

i. Preconstruction meeting minutes

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ii. Monthly progress reports

iii. Up to two (2) change orders

iv. Record drawings

SPECIAL SERVICES

TASK 6. TOPOGRAPHIC AND BOUNDARY SURVEY

A. Topographic and boundary survey shall be obtained for the portion of the project extending from Medpark Station to Edwards Road, approximately 1,400 linear feet. All survey services will be based on NAD-83 State Plane Coordinate System, Texas North Central Zone (4202), with data derived from the Alterra VRS Network. Data shall be provided in surface coordinates obtained by using a Denton County grid to surface adjustment factor. The survey may be referenced to City of Denton survey control monuments, if available. All services shall be in accordance with the Rules and Acts of the Texas Board of Professional Engineering and Land Surveying. All work will comply with the railroad safety standards for work conducted near the DCTA right of way. Field crews will not perform work on the tracks or ballast.

B. Right of entry will be obtained by letter via Certified Mail and/or by verbal authorization for affected and adjacent property owners. Documented right of entry will be obtained and logged into a spreadsheet prior to entering any private property or private properties.

C. Primary control shall be established around the entire project area. Control shall be located in stable locations (i.e. iron rods) located outside future construction areas. Each control point will have Northing, Easting, and elevation established. Vertical control will be established utilizing a closed level loop. Control data sheets for primary control points will be prepared.

D. Boundary Recovery and Delineation
    a. Research County records for ownership deeds and/or plats describing property boundaries.
    b. Search and recover sufficient monuments marking property corners and right of way together with any other evidence necessary to assist with the reconstruction of the property boundaries.
    c. The right of way and private property boundaries will be verified, reconstructed and delineated using evidence obtained from records research and from field measurements of the boundary monuments found. Authority (i.e. deed, dedication, or easement) of right of way will be provided. Deliverables will reflect the recording information (if applicable) of all rights of way, plats, and vesting deeds.

E. Design Survey

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a. A standard topographic survey will include cross-sections generally at 50-foot intervals. Features shall include, but not limited to, edges of pavements, crown of road, fences, traffic signs, grade breaks, toe of slope, top of bank, drainage ditches, drainage pipes, headwalls, utility signs, overhead electric lines and guy wires, manholes, water valves, and gas valves.
b. The topography survey shall also include the locations of the bridge columns and the riprap under the bridge abutment south of the DCTA tracks.
c. Measure the elevations of wastewater manhole flowlines, storm drain manhole flowlines, storm drain pipe flowlines, and top of nut of water valves.
d. Place one (1) request of Texas811 to locate franchise utilities. Map pin flags and paints marks set by Texas811 locators. We do not guarantee if and where Texas811 locators will mark underground franchise utilities.
e. Map the locations of trees 6 inches or greater and provide the common name of tree species if known by the survey crew. Tree assessment services beyond common species name and caliber size or services requiring an arborist are excluded from this scope of survey and will be considered additional scope of work for additional fees.

F. Parcel Documents
a. Prepare parcel exhibit documents (parcel map with parcel description) for new sidewalk easements up to 2 parcels.
b. Monument new sidewalk easements with a 1/2" iron rod with red cap stamped “PJB SURVEYING” unless noted otherwise.

DELIVERABLES

i. Copies of the right of entry letters mailed to the property owners, copies of the signed right of entry letters returned by the property owners, and/or any notes related to accessing the properties.

ii. PDF’s of control point sketches.

iii. PDF’s of all field sketches including all manhole measure down data. Measure down data includes X,Y,Z values of top of structure, measure to flowline(s), material, and pipe sizes (as best determined).

iv. Survey data point list in ASCII format.

v. CAD file containing all survey data including planimetrics, contours, boundary lines, railroad right of way lines and street right of way lines.

vi. TIN file.

vii. Copies of plats, deeds, easements, or other research uncovered and used to delineate boundary lines.

viii. Two (2) signed and sealed copies of new sidewalk easement parcel exhibits.

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TASK 7. ACCESSIBILITY PLAN REVIEW AND INSPECTION

A. ENGINEER will register the project with Texas Department of Licensing and Regulation (TDLR).

B. ENGINEER will provide permitting support for the CLIENT and will prepare plan layouts for Americans with Disabilities Act (ADA) and TDLR compliant pedestrian improvements.

C. ENGINEER will retain the services of a TDLR Registered Accessibility Specialist (RAS) Inspector approved by the CLIENT.

D. ENGINEER will be responsible for completing and submitting the inspection forms, paperwork, and RAS plan review during the design phase as required by the TDLR.

E. During the construction phase, the ENGINEER will coordinate one (1) RAS inspection with the CLIENT and RAS Inspector no later than thirty (30) calendar days after construction substantial completion.

F. ENGINEER will be compensated for the RAS Inspector costs by the CLIENT as a reimbursable expense.

DELIVERABLES

i. TDLR project registration

ii. RAS plan review

iii. RAS project inspection

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

Additional Services not included in the existing Scope of Services – CLIENT and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CLIENT's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Franchise utility coordination. CLIENT has committed to performing any franchise utility coordination needed for the project.
- Services required to resolve bid protests or to rebid the projects for any reason.
- Construction management or inspection services.
- Materials testing or specialty testing services.
- Land acquisition or negotiation services.
- Condemnation support services (eminent domain, prepare condemnation package, testify as an expert witness in eminent domain proceedings, complex appraisals, etc.).

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- Subsurface Utility Engineering (SUE) services.
- Environmental analysis services.
- Geotechnical services.
- Public involvement or outreach services.
- Landscape architecture or urban design services.
- Grant application or grant administration services.
- Traffic analysis services.
- GIS mapping services or assistance with these services.
- LOMR or CLOMR related services.
- Providing value engineering studies or reviews
- Tree survey or mitigation.
- Nationwide permit pre-construction notification (PCN) submittal to the USACE
- Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
- Additional field investigations or analysis required to respond to public or regulatory agency comments.
- Phase I/II/III Environmental Site Assessment (ESA).
- Other environmental services not included in the scope of work.
- Site visits and meetings in excess of the number of trips included.
- Providing renderings, models, and mock-ups requested by the CLIENT not already included in the project scope.
- Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CLIENT.
- Assisting CLIENT in claims disputes with CONTRACTOR(s).
- Assisting CLIENT in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, will be furnished by ENGINEER on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- Performing investigations, studies, and analysis of work proposed by construction CONTRACTOR(s) to correct defective work.
- Design, contract modifications, studies, or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

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- Providing services to review or evaluate construction CONTRACTOR(s) claim(s), provided said claims are supported by causes not within the control of ENGINEER.
- Investigations, analyses, and studies requested by the CONTRACTOR and approved by the CLIENT, for substitutions of equipment and/or materials or deviations from the drawings and specifications.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Field layouts or the furnishing of construction line and grade surveys (to be provided by the CONTRACTOR).
- Services related to warranty claims, enforcement and inspection after final completion.
- Revising design/documents when such revisions are 1) inconsistent with approvals or instructions previously given by the CLIENT or 2) due to other causes not solely within the control of ENGINEER.

CLIENT RESPONSIBILITIES

CLIENT's responsibilities shall include the following:

A. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define the CLIENT's policies and decisions with respect to the ENGINEER's services for the Project.

B. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the plans and specifications.

C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

D. Provide construction inspection on the Project.

E. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.

G. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.

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DESIGNATED REPRESENTATIVES:
ENGINEER and CLIENT designate the following representatives:

CLIENT's Designated Representative – Tracy Beck, PE, PMP, PMI-CP, Construction Projects Manager, 401 N. Elm Street, Denton, TX 76201, 940-349-8925, Tracy.Beck@cityofdenton.com

ENGINEER's Project Manager – Adam Cross, PE, RAS, ENV SP, 6136 Frisco Blvd., Suite 375, Frisco, TX 75034, 214-217-2245, adam.cross@freese.com

ENGINEER's Accounting Representative – Erin Westbrook, Lead Operations Analyst, 801 Cherry St., Ste. 2800, Fort Worth, TX 76102, 817-735-7395, erin.westbrook@freese.com

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PAYMENT FOR SERVICES:

CLIENT agrees to pay ENGINEER for all ENGINEER services rendered under this Agreement for time and materials in accordance with Attachment CO – Compensation which is attached and made a part of this Agreement.

Progress payments shall be made monthly upon receipt of an invoice from ENGINEER outlining the work tasks performed and an estimated percent completion of the work along with itemized charges for services performed during the period in accordance with the standard hourly rates described in Exhibit "A".

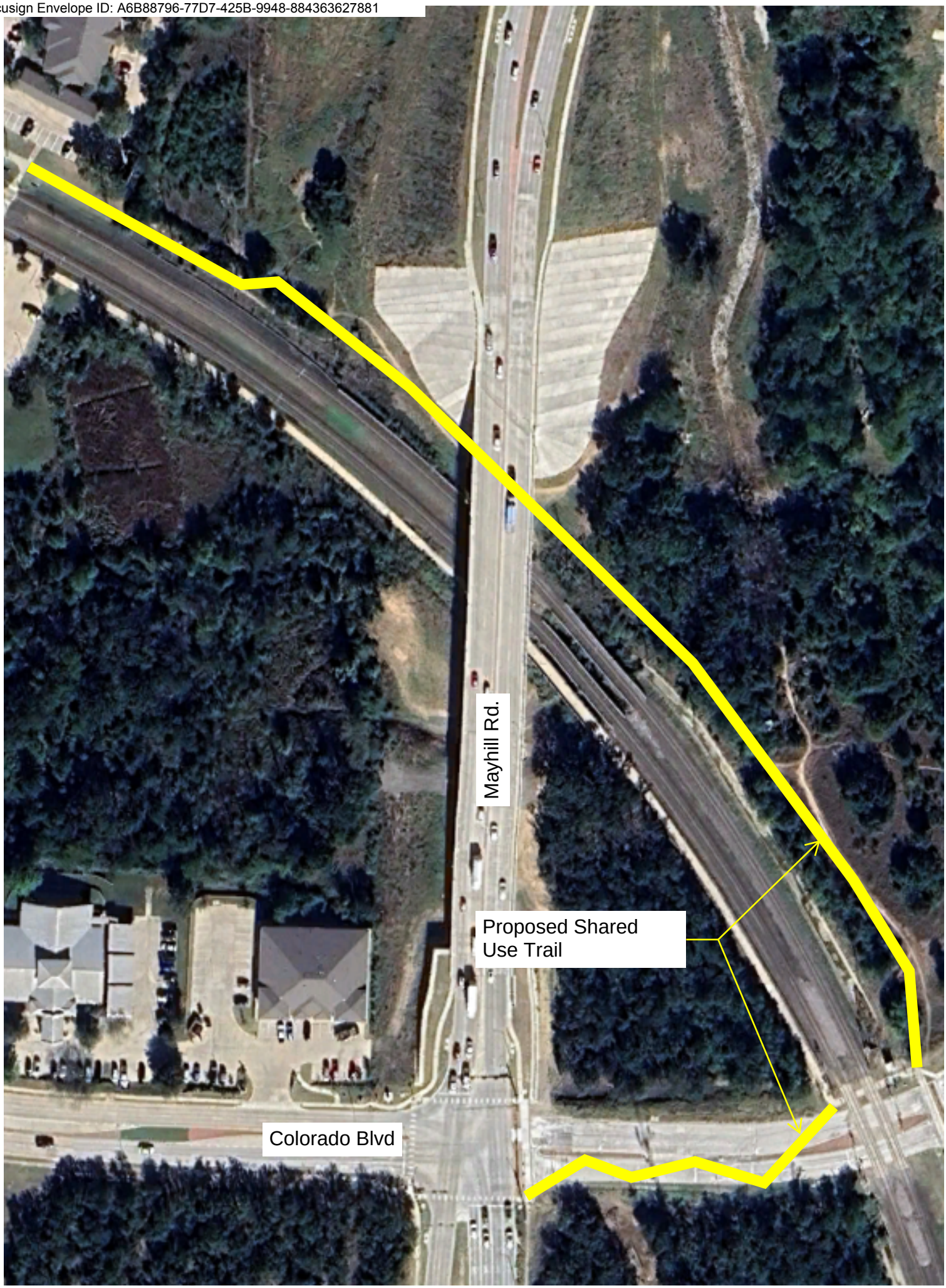
If ENGINEER sees the Scope of Services changing so that additional services are needed, ENGINEER will notify the CLIENT before proceeding. Additional services shall be negotiated on an individual basis should they become necessary. ENGINEER assumes that proposed budget may be re-allocated between Tasks 1 through 5 as needed to cover actual effort.

FEE SUMMARY

Task Number	Task Description	Fee
Basic Services		
Task 1	Design Management	$17,950
Task 2	Conceptual Design (30%)	$28,180
Task 3	Final Design (90% and 100%)	$133,450
Task 4	Bid Phase Services	$8,860
Task 5	Construction Phase Services	$29,590
	Basic Services Total	**$218,030**
Special Services		
Task 6	Topographic and Boundary Survey	$25,880
Task 7	Accessibility Plan Review and Inspection	$5,750
	Special Services Total	**$31,630**
	Basic Services and Special Services Total	**$249,660**

Basic services shall be billed as lump sum (LS). Special services shall be billed as cost plus maximum (CPM).

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Attachment B
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 ENGINEER 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 ENGINEER, the ENGINEER 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, ENGINEER 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. ENGINEER may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, ENGINEERs 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. ENGINEER 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 ENGINEER 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

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Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, ENGINEER 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 ENGINEER shall either double the occurrence limits or obtain Owners and ENGINEER 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 ENGINEER, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. <u>PROFESSIONAL LIABILITY INSURANCE</u>

If ENGINEER is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the ENGINEER becomes legally obligated to pay as damages arising out of the performance of professional services caused by any

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negligent error, omission or act with minimum limits of $1,000,000.00 per claim, $2,000,000.00 annual aggregate.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the ENGINEER, the ENGINEER shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name ENGINEER as an additional insured.

(2) ENGINEER shall obtain and monitor the certificates of insurance from each Subcontractor. ENGINEER must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its Subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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Attachment 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.**

Freese and Nichols, 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:

250287AF3C534C4...

Signature of vendor doing business with the governmental entity

5/26/2026

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: A6B88796-77D7-425B-9948-884363627881
Subject: Please Docusign: City Council Contract 8377-020 Mayhill DCTA Trail
Source Envelope:
Document Pages: 39
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 4
Initials: 1

Status: Sent

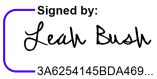
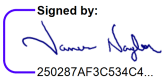
Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
5/11/2026 10:41:43 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: 5/11/2026 10:54:15 AM Viewed: 5/11/2026 10:54:26 AM Signed: 5/11/2026 10:54:43 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 5/11/2026 10:54:45 AM Viewed: 5/11/2026 12:32:23 PM Signed: 5/11/2026 12:33:06 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/11/2026 12:33:08 PM Viewed: 5/11/2026 2:03:54 PM Signed: 5/11/2026 2:37:08 PM
James Naylor james.naylor@freese.com Principal/Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/26/2026 8:45:26 AM ID: 1938c10a-3486-44b8-a9fa-0b4f4a2bd55a	 Signature Adoption: Uploaded Signature Image Using IP Address: 198.211.208.110	Sent: 5/11/2026 2:37:10 PM Resent: 5/26/2026 8:40:22 AM Viewed: 5/26/2026 8:45:26 AM Signed: 5/26/2026 8:46:28 AM

Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/26/2026 8:49:45 AM ID: 32c84ead-f945-4a80-87c3-1a9e571ebe9d	Signed by: Seth Garcia A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 2600:6c56:7d00:36d:8c54:f72a:1e6d:8675 Signed using mobile	Sent: 5/26/2026 8:46:30 AM Viewed: 5/26/2026 8:49:45 AM Signed: 5/26/2026 8:50:22 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/26/2026 8:50:24 AM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristi Fogle Kristi.Fogle@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/22/2026 4:00:41 PM ID: 75762ea0-0743-4f83-b3a2-bf40088727f9		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/11/2026 10:54:46 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: 5/26/2026 8:50:25 AM Viewed: 5/26/2026 12:39:56 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Tracy Beck Tracy.Beck@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/21/2026 1:27:56 PM ID: cb076686-184b-446a-823f-ec6264cbd6cf		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2026 10:54:15 AM
Envelope Updated	Security Checked	5/15/2026 3:18:53 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

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 Mario Sinacola & Sons Excavating, Inc., for the construction of the Robson Ranch Roadway Expansion Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8916 – awarded to Mario Sinacola & Sons Excavating, Inc., in the not-to-exceed amount of $3,290,980.72).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The Robson Ranch Roadway Expansion Project includes expanding Robson Ranch Road at Gibbs Road/Ed Robson Boulevard from four (4) lanes to five (5), while adding turn lanes and a deceleration lane for the Robson Ranch community entrance. Additional improvements will be made to the section of Robson Ranch Road from Sage Hawk to I-35 West, converting the area from a four-lane roadway to a four (4) lane roadway with turn lanes.

Denton County and the City of Denton entered into an Interlocal Cooperation Agreement (ICA), approved by City Council on March 3, 2026, to deliver roadway and additional signal improvements in the area. Under the agreement, Denton County provided the completed design and up to $5.8 million in construction project funding, with City staff managing project delivery.

The construction of the Robson Ranch Road Expansion Project has a total estimated cost of $3,290,980.72. This estimate includes a $3,134,267.35 total base bid amount and a contingency of $156,713.37. A contingency allowance, if any, is for the sole use of the City and will be subject to written authorization by the City's Project Manager and Senior Project Manager.

Project Description	Price
Project Base Bid Amount	$3,134,267.35
5% Contingency	156,713.37
Total Contract NTE Amount	$3,290,980.72

Invitation for Bids was sent to 1,276 prospective suppliers, including 75 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertise

in the local newspaper. Thirteen (13) bids meeting specifications were received. The lowest bid was received by Mario Sinacola & Sons Excavating, Inc.

NIGP Code Used for Solicitation:	911, 912, and 913
Notifications sent for Solicitation in IonWave:	1,276
Number of Suppliers that viewed Solicitation in IonWave:	48
HUB-Historically Underutilized Business Invitations sent out:	156
SBE-Small Business Enterprise Invitations sent out:	398
Responses from Solicitation:	13

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 3, 2026, the City of Denton approved the adoption of an ordinance to execute an ICA (26-0216) with Denton County in the not-to-exceed amount of $5,800,000.00 for the construction of a signal and roadway widening at Gibbs Road at Robson Ranch Road.

RECOMMENDATION

Award a contract with Mario Sinacola & Sons Excavating, Inc., for the construction of the Robson Ranch Roadway Expansion Project for the Capital Projects Department, in a not-to-exceed amount of $3,290,980.72.

PRINCIPAL PLACE OF BUSINESS

Mario Sinacola & Sons Excavating, Inc.
Frisco, TX

ESTIMATED SCHEDULE OF PROJECT

This project is estimated to begin in Q2 2026 and be completed within 180 calendar days.

FISCAL INFORMATION

This project will be funded by Transportation Services account 350589427 and is reimbursable through Denton County. Requisition #175388 has been entered into the Purchasing software system in the amount of $3,134,267.35. The budgeted amount for this item is $3,290,980.72.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Bid Tabulation
Exhibit 3: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Megan Davidson, 940-349-8111.

Legal point of contact: Leah Bush at 940-349-8333.

Exhibit 2
IFB 8916 - Bid Tabulation for Robson Ranch Road Improvements

Respondent's Business Name:	**Mario Sinacola & Sons Excavating, Inc.**	Ed Bell Construction Company	Quality Excavation, Ltd.	TISEO PAVING CO	DDM Construction Corporation	McMahon Contracting L.P	Nu-Way Construction	A&D Paving LLC	2L Construction LLC	XIT Paving and Construction Inc	Axis Contracting, Inc.	Jagoe-Public Company	Ratliff Hardscape, Ltd
Principal Place of Business (City and State):	**Frisco, TX**	Dallas, TX	Aubrey, TX	Dallas, TX	Addison, TX	Grand Prairie, TX	Fort Worth, TX	Decatur, TX	Rhome, TX	Waxahachie, TX	Dallas, TX	Denton, TX	Carrollton, TX
Description													
Base Bid Amount	**$3,134,267.35**	$3,239,032.70	$3,314,888.69	$3,357,149.55	$3,400,670.20	$3,434,493.98	$3,488,514.05	$3,499,359.15	$3,667,055.12	$3,686,954.30	$4,079,157.43	$4,881,552.91	$7,207,233.17

5% Contingency:	**$156,713.37**
Contract NTE Amount:	**$3,290,980.72**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MARIO SINACOLA & SONS EXCAVATING, INC., FOR THE CONSTRUCTION OF THE ROBSON RANCH ROADWAY EXPANSION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (IFB 8916 – AWARDED TO MARIO SINACOLA & SONS EXCAVATING, INC., IN THE NOT-TO-EXCEED AMOUNT OF $3,290,980.72).

WHEREAS, the City has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described bids are the lowest responsible bids for the materials, equipment, supplies, or services as shown in the "Bid Proposals" submitted therefore; and

WHEREAS, this procurement was undertaken as part of the City's governmental function [Street construction and design]; 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 following competitive bids for the materials, equipment, supplies, or services as described in the "Bid Invitations", "Bid Proposals", or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned hereto, are hereby accepted and approved as being the lowest responsible bids:

BID NUMBER	VENDOR	AMOUNT
8916	Mario Sinacola & Sons Excavating, Inc.	$3,290,980.72

SECTION 2. That by the acceptance and approval of the above competitive bids the City accepts the offer of the persons submitting the bids 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 Bid Invitations, Bid Proposals, and related documents.

SECTION 3. Should the City and the winning bidder(s) wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the bids, the City

Manager, or their designated representative, is hereby authorized to execute a 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 Bid Proposal and related documents, and to extend that contract as determined to be advantageous to the City of Denton.

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 _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 50781B6B-188B-4F9C-9D76-63A84A35AC73

Docusign City Council Transmittal Coversheet

IFB	8916
File Name	Robson Ranch Road
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 50781B6B-188B-4F9C-9D76-63A84A35AC73

SECTION 00 52 43

AGREEMENT – UNIT PRICE BID

THIS AGREEMENT, authorized on _____is made by and between the City of Denton, a Texas home-rule municipal corporation**,** acting by and through its duly authorized City Manager**,** ("City"), and Mario Sinacola & Sons Excavating, Inc., authorized to do business in Texas, acting by and through its duly authorized representative, ("Contractor").

City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

Article 2. PROJECT

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Robson Ranch Road

IFB 8916 / 250009-1

Article 3. CONTRACT PRICE

City agrees to pay Contractor for performance of the Work in accordance with the Contract Documents an amount, in current funds, of *Three Million One Hundred Thirty-four Thousand Two Hundred Sixty-seven Dollars and Thirty-five Cents ($3,134,267.35)*. At the sole option of the City, five (5) percent contingency in the amount of *One Hundred Fifty-six Thousand Seven Hundred Thirteen Dollars and Thirty-seven Cents ($156,713.37)* may be used for a total not-to-exceed amount of *Three Million Two Hundred Ninety Thousand Nine Hundred Eighty Dollars and Seventy-two Cents ($3,290,980.72)*.

Article 4. CONTRACT TIME

4.1 Time is of the essence.

All time limits for Milestones, if any, and Final Acceptance as stated in the Contract Documents are of the essence to this Contract.

4.2 Final Acceptance.

The Work will be completed for Final Acceptance within *180* Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

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4.3 Liquidated Damages:

A. Contractor recognizes that *time is of the essence* to achieve Milestones and Final Acceptance of the Work, and City will suffer financial and other losses if the Work is not completed within the times specified in the Contract Documents. The Contractor also recognizes the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work related to the Milestones or Final Acceptance is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that liquidated damages for delay (but not as a penalty):

1. *Final Acceptance*: If Contractor neglects, refuse, or fails to complete the Work within the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2, for completion and readiness for Final Payment, Contractor shall pay City *Six hundred and twenty-five Dollars* ($*625.00*) for each day that expires after such time, until the date determined by City as stated in the City-issued Letter of Final Acceptance.

Article 5. CONTRACT DOCUMENTS

5.1 CONTENTS:

A. The Contract comprises the entire agreement between City and Contractor concerning the Work and consists of this Agreement and the items set forth below. The Contract Documents consist of all items below other than this Agreement.

1. Attachments to this Agreement:
   a. Proposal Form
      1) Bid Form
      2) Unit Price Proposal Form
      3) Vendor Compliance to State Law Non-Resident Offeror
      4) State and Federal documents (*project specific)*
   b. Current Prevailing Wage Rate Table
   c. Worker's Compensation Affidavit
   d. General Conditions.
   e. Supplementary Conditions.
2. The following located in File *8916* at: *https://lfpubweb.cityofdenton.com/MaterialsManagement/Browse.aspx?id=19&dbid=0&repo=MaterialsManagement&cr=1*
   a. Specifications described in the Table of Contents of the Project's Contract Documents.
   b. Drawings.
   c. Addenda.
   d. Documentation submitted by Contractor prior to Notice of Award.
3. The following which shall be issued after the Effective Date and delivered to the City within ten (10) days of the Effective Date and before beginning Work:
   a. Payment Bond
   b. Performance Bond
   c. Maintenance Bond
   d. Power of Attorney for the Bonds
   e. Form 1295 – Certificate of Interested Parties (email to purchasing)
   f. Insurance Certificate

Docusign Envelope ID: 50781B6B-188B-4F9C-9D76-63A84A35AC73

4. Specifications specifically made a part of the Contract Documents by attachment or, if not attached, as incorporated by reference and described in the Table of Contents of the Project's Contract Documents.
5. The following which may be delivered or issued after the Effective Date of the Agreement and, if issued, become an incorporated part of the Contract Documents:
   a. Notice to Proceed.
   b. Field Orders.
   c. Change Orders.
   d. Letter of Final Acceptance.

Article 6. INDEMNIFICATION

6.1 CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION 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 INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

6.2 CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR, LOSS OF, DAMAGE TO, OR DESTRUCTION OF, PROPERTY OF THE CITY OR OF A THIRD PARTY, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION 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 INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.

Article 7. MISCELLANEOUS

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7.1 Capitalized Terms.

Unless otherwise provided herein, capitalized terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

7.2 Assignment of Contract.

This Agreement, including all of the Contract Documents may not be assigned by the Contractor without the advance express written consent of the City.

7.3 Successors and Assigns.

City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Severability.

Any provision or part of the Contract Documents held to be unconstitutional, void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

7.5 Venue and Waiver of Sovereign Immunity.

This Agreement, including all of the Contract Documents is performable in the State of Texas. Venue shall be in the state district courts of Denton County, Texas. The City's sovereign immunity is waived only to the extent set forth and in accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code or as otherwise specifically waived by law. The City does not waive its sovereign immunity to suit in federal court.

7.6 Authority to Sign.

Contractor hereby certifies that the person signing the Agreement on its behalf is the duly authorized signatory of the Contractor.

7.7 Prohibition on Contracts with Companies Boycotting Israel.

Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

7.8 Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

7.9 Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations.

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

7.10 Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

7.11 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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7.12 Immigration Nationality Act.

Contractor shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violations of this provision by Contractor.

7.13 No Third-Party Beneficiaries.

This Agreement gives no rights or benefits to anyone other than the City and the Contractor and there are no third-party beneficiaries.

7.14 No Cause of Action Against Engineer.

Contractor, its subcontractors and equipment and materials suppliers on the Project or their sureties, shall maintain no direct action against the Engineer, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the City will be the beneficiary of any undertaking by the Engineer. The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible to Contractor or any other entity for those duties that belong to the City, and do not relieve Contractor or any other entity of its obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for performing, coordinating and completing all portions of the Work in accordance with the Contract Documents and any health or safety precautions required by such Work. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, City and Contractor have each executed this Agreement to be effective as of the date subscribed by the City's City Manager or his designee ("Effective Date").

CITY OF DENTON

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR
MARIO SINACOLA & SONS EXCAVATING, INC.

BY: Signed by: Bradley S. Missler 0170B4A97D89438... _____
AUTHORIZED AGENT

Bradley S. Missler
NAME

Vice President
TITLE

214-387-3900
PHONE NUMBER

bmissler@mariosinacola.com
EMAIL ADDRESS

_____
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

Signed by: Seth Garcia A13701F6BC054FC... _____ Seth Garcia _____
SIGNATURE PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

ATTEST:

_____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by: Leah Bush 3A6254145BDA469... _____

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SECTION 00 41 00
BID FORM

TO: City of Denton
c/o: Purchasing Division
901-B Texas Street
Denton, Texas 76209

FOR: *IFB 8916 – Robson Ranch Road*

1 Enter Into Agreement

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2 BIDDER Acknowledgements and Certification

2.1 In submitting this Bid, Bidder accepts all of the terms and conditions of the INVITATION TO BIDDERS and INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of Bid Bond.

2.2 Bidder is aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within 14 days of notification of award.

2.3 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2.4 Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

2.5 Bidder has not solicited or induced any individual or entity to refrain from bidding.

2.6 Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of City (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition.

c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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2.7 The Bidder acknowledges and agrees to comply with the requirements of City Ethics Ordinance No. 23-1165.

3 Time of Completion

3.1 The Work will be complete for Final Acceptance within *180* Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

3.2 Bidder accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to obtain Milestones (if applicable) and Final Acceptance within the times specified in the Agreement.

4 Attached to this Bid

The following documents are attached to and made a part of this Bid:

a. Section 00 35 13 – Conflict of Interest Affidavit
b. Section 00 41 00 – This Bid Form
c. Section 00 42 43 – Unit Price Proposal Form – Electronic Copy (either included in the Bid, or submitted via Ionwave)
d. Section 00 42 13 – Required Bid Bond, issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions
e. Section 00 43 36 – Proposed Subcontractors Form
f. Section 00 43 37 – Vendor Compliance to State Law Non-Resident Bidder
g. Section 00 45 13 – Bidders Minimum Qualification Statement
h. Section 00 45 26 – Contractor Compliance with Workers Compensation Law
i. Section 00 45 43 – Corporate Resolution of Authorized Signatories
j. Any additional documents that may be required by Section 00 21 13 – Instructions to Bidders

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5 Total Bid Amount

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following bid amount. In the space provided below, please enter the total bid amount for this project. Only this figure will be read publicly by the City at the bid opening.

5.2 It is understood and agreed by the Bidder in signing this proposal that the total bid amount entered below is subject to verification and/or modification by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

Total Bid Amount: $ 3,134,267.35

6 Bid Submittal

This Bid is submitted on April 1, 20 26 by the entity named below.

Respectfully submitted,

By: _____
(Signature)

Michael Sinacola
(Printed Name)

Title: Vice President

Company: Mario Sinacola & Sons Excavating, Inc.

Address: 10950 Research Road
Frisco, Texas 75033

State of Incorporation: Michigan

Email: SinacolaEngineering@MarioSinacola.com

Phone: 214-387-3900

Receipt is acknowledged of the following Addenda:	Initial
Addenda No. 1: 3/10/26	
Addenda No. 2: 3/20/26	
Addenda No. 3: 3/23/26	
Addenda No. 4:	
Addenda No. 5:	

END OF SECTION

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SECTION 00 42 43 - UNIT PRICE BID FORM

City of Denton - Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Purchasing Dept.

From: Mario Sinacola & Sons Excavating, Inc.
10950 Research Road
Frisco, Texas 75033
Robert L. Stevens
214-387-3900
SinacolaEngineering@MarioSinacola.com

PROJ.: **Robson Ranch Road**

IFB: **8916**

ENG PMO: **250009-1**

BIDDERS APPLICATION - UNIT PRICE BID - ADDENDUM NO.3

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
1	01 57 13	SWPPP	LS	1	$ 1,000.00	$ 1,000.00
2	31 25 14	SWPPP Device Installation	LS	1	$ 14,000.00	$ 14,000.00
3	31 25 14	SWPPP Device Removal	LS	1	$ 1,500.00	$ 1,500.00
4	100	Preparing Right of Way	STA	49	$ 2,350.00	$ 115,150.00
5	104	Remove Concrete Pavement	SY	1,326	$ 30.00	$ 39,780.00
6	104	Remove Concrete Flume	CY	5	$ 30.00	$ 150.00
7	104	Remove Concrete Sidewalk	SY	10	$ 30.00	$ 300.00
8	105	Remove Base and Asphalt Pavement (0"-12")	SY	60	$ 17.00	$ 1,020.00
9	110	Excavation	CY	16,230	$ 15.00	$ 243,450.00
10	132	Embankment	CY	9,184	$ 10.00	$ 91,840.00
11	161	Compost Manufactured Topsoil (4")	SY	32,891	$ 0.94	$ 30,917.54
12	162	Block Sod	SY	32,891	$ 3.48	$ 114,460.68
13	168	Vegetative Watering	TGL	1,184	$ 15.00	$ 17,760.00
14	260	Lime (Slurry)	TON	299	$ 329.00	$ 98,371.00
15	260	Lime Treatment (6")	SY	15,355	$ 10.00	$ 153,550.00
16	360	Concrete Pavement (CRCP - 9")	SY	14,340	$ 86.00	$ 1,233,240.00
17	360	Concrete Pavement (CRCP - 9" HES)	SY	203	$ 150.00	$ 30,450.00
18	432	Riprap (4")	CY	27	$ 950.00	$ 25,650.00
19	462	Concrete Box Culvert (4' x 2')	LF	266	$ 400.00	$ 106,400.00
21	467	Safety End Treatment Type 1 (S=4', Hw=3')	EA	18	$ 3,500.00	$ 63,000.00
23	474	Slotted Drain (12")	LF	80	$ 280.00	$ 22,400.00
24	481	PVC Pipe (6")	LF	160	$ 75.00	$ 12,000.00
25	496	Remove Existing Slotted Pipe System	EA	1	$ 9,000.00	$ 9,000.00
26	496	Remove Driveway Culvert	EA	2	$ 5,000.00	$ 10,000.00
27	496	Remove Safety End Treatment	EA	4	$ 2,000.00	$ 8,000.00
28	496	Remove Bollard	EA	3	$ 150.00	$ 450.00
29	500	Mobilization	LS	1	$ 308,000.00	$ 308,000.00
30	502	Barricades, Signs and Traffic Handling	MO	9	$ 10,000.00	$ 90,000.00
31	503	Portable Changeable Message Sign	EA	2	$ 10,000.00	$ 20,000.00
32	529	Concrete Curb (Type II)	LF	310	$ 1.00	$ 310.00
33	530	Concrete Driveway (6")	SY	1,497	$ 100.00	$ 149,700.00
34	531	Curb Ramps (Type 7)	EA	2	$ 3,500.00	$ 7,000.00
35	540	Metal W-Beam Guard Fence	LF	425	$ 28.60	$ 12,155.00
36	540	Downstream Anchor Terminal	EA	1	$ 1,545.00	$ 1,545.00
37	542	Remove Metal Beam Guard Fence	LF	140	$ 5.00	$ 700.00
38	544	Guardrail End Treatment (Install)	EA	1	$ 3,415.00	$ 3,415.00
39	544	Guardrail End Treatment (Remove)	EA	2	$ 275.00	$ 550.00
40	644	Install Small Sign Assemblies 10BWG(1) SA(P)	EA	16	$ 645.00	$ 10,320.00
41	644	Install Small Sign Assemblies 10BWG(1) SA(T)	EA	1	$ 715.00	$ 715.00
42	644	Remove Small Sign Assemblies	EA	3	$ 99.00	$ 297.00
43	658	Install Delineator Assemblies (D-SW)SZ 1(BRF)GF1(BI)	EA	6	$ 25.00	$ 150.00
44	658	Install Delineator Assemblies (D-SY)SZ 1(YFLX)SRF(BI)	EA	62	$ 169.00	$ 10,478.00
45	658	Install Object Marker Assembly OM-2Z(WFLX)GND(BI)	EA	8	$ 55.00	$ 440.00
46	666	Reflective Pavement Markings TY 1 (6" Broken White)	LF	1,770	$ 0.83	$ 1,469.10
47	666	Reflective Pavement Markings TY 1 (6" Solid White)	LF	7,410	$ 0.63	$ 4,668.30
48	666	Reflective Pavement Markings TY 1 (6" Solid Yellow)	LF	18,215	$ 0.63	$ 11,475.45
49	666	Reflective Pavement Markings TY 1 (8" Dotted White)	LF	452	$ 1.95	$ 881.40

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Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
50	666	Reflective Pavement Markings TY 1 (8" Solid White)	LF	4,435	$ 0.95	$ 4,213.25
51	666	Reflective Pavement Markings TY 1 (24" Solid White)	LF	520	$ 6.75	$ 3,510.00
52	666	Reflective Pavement Markings TY 1 (24" Solid Yellow)	LF	740	$ 6.75	$ 4,995.00
53	666	Reflective Pavement Markings TY 1 (Arrow White)	EA	30	$ 189.00	$ 5,670.00
54	666	Reflective Pavement Markings TY 1 (Dbl Arrow White)	EA	1	$ 385.00	$ 385.00
55	666	Reflective Pavement Markings TY 1 (Word White)	EA	30	$ 209.00	$ 6,270.00
56	666	Reflective Pavement Markings TY 2 (Curb White)	LF	20	$ 5.00	$ 100.00
57	666	Reflective Pavement Markings TY 2 (Curb Yellow)	LF	20	$ 5.00	$ 100.00
58	666	Pavement Sealer (6")	LF	27,395	$ 0.15	$ 4,109.25
59	666	Pavement Sealer (8")	LF	4,887	$ 0.15	$ 733.05
60	666	Pavement Sealer (24")	LF	1,260	$ 0.45	$ 567.00
61	666	Pavement Sealer (Arrow)	EA	30	$ 15.00	$ 450.00
62	666	Pavement Sealer (Word)	EA	30	$ 15.00	$ 450.00
63	666	Pavement Sealer (Dbl Arrow)	EA	1	$ 25.00	$ 25.00
64	672	Reflective Pavement Marker TY I-C	EA	269	$ 3.99	$ 1,073.31
65	672	Reflective Pavement Marker TY II-A-A	EA	892	$ 3.99	$ 3,559.08
66	677	Remove Existing Pavement Markings/Markers (4")	LF	17,992	$ 0.50	$ 8,996.00
67	677	Remove Existing Pavement Markings/Markers (8")	LF	2,175	$ 0.55	$ 1,196.25
68	677	Remove Existing Pavement Markings/Markers (24")	LF	155	$ 3.00	$ 465.00
69	677	Remove Existing Pavement Markings/Markers (Arrow)	EA	7	$ 55.00	$ 385.00
70	677	Remove Existing Pavement Markings/Markers (Word)	EA	7	$ 55.00	$ 385.00
71	678	Pavement Surface Preparation for Markings (6")	LF	27,395	$ 0.05	$ 1,369.75
72	678	Pavement Surface Preparation for Markings (8")	LF	4,887	$ 0.07	$ 342.09
73	678	Pavement Surface Preparation for Markings (24")	LF	1,260	$ 0.21	$ 264.60
74	678	Pavement Surface Preparation for Markings (Arrow)	EA	30	$ 10.00	$ 300.00
75	678	Pavement Surface Preparation for Markings (Word)	EA	30	$ 10.00	$ 300.00
76	678	Pavement Surface Preparation for Markings (Dbl Arrow)	EA	1	$ 15.00	$ 15.00
77	678	Pavement Surface Preparation for Markings (RPM)	EA	1,161	$ 0.25	$ 290.25
78	104	Remove Concrete Riprap	SY	8	$ 30.00	$ 240.00
79	432	Concrete Riprap (5")	CY	4	$ 1,350.00	$ 5,400.00

TOTAL PROJECT BID AMOUNT: $ 3,134,267.35

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SECTION 00 43 37

VENDOR COMPLIANCE TO STATE LAW NON- RESIDENT BIDDER

Texas Government Code Chapter 2252 was adopted for the award of contracts to nonresident bidders. This law provides that, in order to be awarded a contract as low bidder, nonresident bidders (out-of-state contractors whose corporate offices or principal place of business are outside the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the State which the nonresident's principal place of business is located.

The appropriate blanks in Section A must be filled out by all nonresident bidders in order for your bid to meet specifications. The failure of nonresident bidders to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

A. Nonresident bidders in the State of _____, our principal place of business, are required to be _____ percent lower than resident bidders by State Law. A copy of the statute is attached.

Nonresident bidders in the State of _____, our principal place of business, are not required to underbid resident bidders.

B. The principal place of business of our company or our parent company or majority owner is in the State of Texas. [X]

BIDDER:

Mario Sinacola & Sons Excavating, Inc.
Company

10950 Research Road
Address

Frisco, Texas 75033
City/State/Zip

By: Michael Sinacola
(Please Print)

Signature: _____

Title: Vice President
(Please Print)

Date: April 1, 2026

END OF SECTION

Docusign Envelope ID: 50781B6B-188B-4F9C-9D76-63A84A35AC73

"General Decision Number: TX20260294 01/02/2026

Superseded General Decision Number: TX20250294

State: Texas

Construction Type: Highway

Counties: Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SATX2025-007 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 24.40	0.00
Asphalt Paving Machine Operator	$ 22.52	0.00
Asphalt Raker	$ 19.87	0.00
Broom or Sweeper Operator	$ 18.01	0.00
Concrete Finisher, Paving and Structures	$ 22.48	0.00
Concrete Pavement Finishing Machine Operator	$ 24.07	0.00
Concrete Saw Operator	$ 20.34	0.00
Crane Operator, Hydraulic 80 tons or less	$ 31.32	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 29.90	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 33.55	0.00
Crawler Tractor Operator	$ 24.06	0.00
Electrician	$ 36.10	0.00
Excavator Operator, 50,000 pounds or less	$ 25.08	0.00
Excavator Operator, Over 50,000 pounds	$ 25.34	0.00
Flagger	$ 14.80	0.00
Form Builder/Setter, Structures	$ 22.50	0.00
Form Setter, Paving & Curb	$ 20.89	0.00

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Foundation Drill Operator, Crawler Mounted	$ 29.25	0.00
Foundation Drill Operator, Truck Mounted	$ 29.86	0.00
Front End Loader Operator, 3 CY or Less	$ 20.93	0.00
Front End Loader Operator, Over 3 CY	$ 22.56	0.00
Laborer, Common	$ 18.01	0.00
Laborer, Utility	$ 19.32	0.00
Loader/Backhoe Operator	$ 23.22	0.00
Mechanic	$ 27.44	0.00
Milling Machine Operator	$ 20.94	0.00
Motor Grader Operator, Fine Grade	$ 27.09	0.00
Motor Grader Operator, Rough	$ 24.90	0.00
Off Road Hauler	$ 23.70	0.00
Pavement Marking Machine Operator	$ 22.35	0.00
Pipelayer	$ 22.46	0.00
Reclaimer/Pulverizer Operator	$ 22.17	0.00
Reinforcing Steel Worker	$ 23.50	0.00
Roller Operator, Asphalt	$ 20.35	0.00
Roller Operator, Other	$ 18.60	0.00
Scraper Operator	$ 21.54	0.00
Servicer	$ 24.86	0.00
Sign Erector	$ 18.01	0.00
Small Slipform Machine Operator	$ 25.09	0.00
Spreader Box Operator	$ 23.59	0.00
Telecommunication Technician	$ 23.14	0.00
Truck Driver Lowboy Float	$ 25.57	0.00
Truck Driver, Single Axle	$ 20.60	0.00
Truck Driver, Single or Tandem Axle Dump Truck	$ 22.64	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	$ 23.22	0.00

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Truck Driver, Transit-Mix.....$ 21.97 0.00

Welder.....$ 23.72 0.00

Work Zone Barricade Servicer.....$ 18.01 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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.

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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 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

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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

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:

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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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SECTION 00 45 26
CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on *Robson Ranch Road project*. Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

CONTRACTOR:

Mario Sinacola & Sons Excavating, Inc.
Company

By: Michael Sinacola
(Please Print)

10950 Research Road
Address

Signature:

Frisco, Texas 75033
City/State/Zip

Title: Vice President
(Please Print)

THE STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Sinacola, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of Mario Sinacola & Sons Excavating, Inc. for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of April, 2026.

MEREDITH R NELSON
Notary ID #129927329
My Commission Expires
August 20, 2026

Notary Public in and for the State of Texas

END OF SECTION

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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. *Agreement*—The written instrument titled "Agreement", "Agreement – CSP", or "Agreement – Unit Price Bid" executed by the City and Contractor for the Work, setting forth the name of the Project, Contract Price, Contract Time and the items included in the Contract.

3. *Application for Payment*—The form acceptable to City which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Award*—Authorization by the City Council for the City to enter into an Agreement.

6. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. The term "Bid" shall be defined to include the term "Proposal" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

7. *Bidder*—The individual or entity that submits a Bid directly to City. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

8. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda). The term "Bidding Documents" shall be defined to include the terms "Proposal Documents" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

9. *Bidding Requirements*—The Advertisement or Invitation to Bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments. The term "Bidding Requirements" shall be defined to include the terms "Proposal Requirements" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and will include the Request for Proposal or Invitation to Offerors, Instructions to Offerors, Offerors Bond or other Proposal security, if any, the Proposal Form, and the Proposal with any attachments.

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10. *Business Day*—A day that the City conducts normal business, generally Monday through Friday, except for federal or state holidays observed by the City.
11. *Calendar Day*—A day consisting of 24 hours measured from midnight to the next midnight.
12. *Change Order*—A document which is prepared by the Contractor or City, approved by the City, and signed by Contractor and City, authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
13. *City*—The City of Denton is, a Texas home-rule municipal corporation acting by its City Council through its City Manager or his or her designee.
14. *City Attorney*—The officially appointed City Attorney of the City of Denton or his or her designee.
15. *City Council*—The duly elected and qualified governing body of the City of Denton.
16. *City Manager*—The officially appointed authorized City Manager of the City of Denton.
17. *Contract*—The entire and integrated set of written instruments between the City and Contractor concerning the Work comprised of the Agreement and all Contract Documents, which written instruments supersede all prior negotiations, representations, or agreements, whether written or oral, concerning the Work.
18. *Contract Claim*—A demand or assertion by City or Contractor seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Contract Claim.
19. *Contract Documents*—Those items so designated as "Contract Documents." in the Agreement at Paragraph 5.1.A. Approved Submittals, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
20. *Contract Price*—The moneys payable by City to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 12.03 in the case of Unit Price Work). The Contract Price does not include any "Incentive", if applicable.
21. *Contract Time*—The number of days or the dates stated in the Agreement to: (a) achieve Milestones, if any and (bb) complete the Work so that it is ready for Final Acceptance.
22. *Contractor*—The individual or entity with whom City has entered into the Agreement.
23. *Cost of the Work*—See Paragraph 12.01 of these General Conditions for definition.
24. *Damage Claims*—A demand for money or services arising from the Project or Site from a third party, City or Contractor exclusive of a Contract Claim.
25. *Day* or day—A day, unless otherwise defined, shall mean a Calendar Day.
26. *Drawings*—The part of the Contract Documents prepared or approved by an Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Submittals, as defined, are not considered Drawings as so defined here.

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27. *Effective Date of the Agreement*—The date, indicated in the Agreement, on which it becomes effective,, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the City.

28. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, text, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

29. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by the Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

30. *Engineer*—The licensed professional engineer or engineering firm registered in the State of Texas performing professional services for the City.

31. *Extra Work*—Additional work made necessary by City-approved changes or alterations to the Contract Documents. Extra Work shall be part of the Work.

32. *Field Order*—A written directive issued by City that requires changes in the Work but does not involve a change to the Contract Price, Contract Time, or Drawings, Plan, or Shop Drawings.

33. *Final Acceptance*—The written notice given by the City to the Contractor that the Work specified in the Contract Documents has been completed to the satisfaction of the City.

34. *Final Inspection*—The inspection performed by the City to determine whether the Contractor has completed each and every part or appurtenance of the Work fully, entirely, and in conformance with the Contract Documents.

35. *General Requirements*—Sections of The information set forth in "Division 101 – General Requirements" of the Standard Construction Specification Documents.

36. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, P C B s , Petroleum, Hazardous Waste, Radioactive Material, or any other substance, product, waste or materials, in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

37. *Hazardous Waste*—Any solid waste listed as hazardous or which possesses one or more hazardous characteristics as defined in applicable Laws and Regulations.

38. *Incidental or incidental*—Work items that the Contractor is not paid for directly, but costs for which are included under the various bid items of the Project.

39. *Laws and Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all

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governmental bodies, agencies, authorities, and courts having jurisdiction over the Site or any portion or part of the Work to be performed.

40. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
41. *Major Item*—An item of work included in the Contract Documents that has a total cost equal to or greater than 5% of the original Contract Price.
42. *Milestone*—A principal event specified in the Contract Documents relating to the performance of an identified portion of the Work by an intermediate Contract Time prior to Final Acceptance of the Work.
43. *Notice of Award*—The written notice by City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed in such notice, City will sign and deliver the Agreement.
44. *Notice to Proceed*—A written notice given by City to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work specified in Contract Documents.
45. *PCBs*—Polychlorinated biphenyls.
46. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), and including but not limited to oil, fuel oil, oil sludge, oil refuse, gasoline, diesel fuel, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
47. *Plans*—This term will have the same definition of as “Drawings”.
48. *Project* —The Work to be performed under the Contract.
49. *Project Manager*—The authorized representative of the City who will be assigned to the Project.
50. *Project Manual*—The documentary information prepared for bidding or proposing and furnishing the Work.
51. *Project Schedule*—A schedule, prepared and maintained by Contractor, in accordance with the General Requirements, describing the sequence and duration of the activities comprising Contractor’s plan to achieve each Milestone and accomplish the Work within the Contract Time.
52. *Public Meeting*—An announced meeting conducted by the City to facilitate public participation and to assist the public in gaining an informed view of the Project.
53. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
54. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements toto support scheduled performance of related construction activities.

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55. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

56. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

57. *Site*—Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way, permits, and easements for access thereto, and such other lands furnished by City which are designated for the use of Contractor.

58. *Specifications* or *Technical Specifications* —The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work. Specifications may be specifically made a part of the Contract Documents by attachment or, if not attached, may be incorporated by reference as indicated in the Table of Contents (Section 00 00 00) of the Project.

59. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

60. *Submittal*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to the City to illustrate some portion of the Work.

61. *Subsidiary or subsidiary—These terms will have the same* definition as "Incidental. or incidental".

62. *Successful Bidder*—The Bidder to whom City issues a Notice of Award. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and is the Proposer or Offeror submitting the proposal or offer that provides the best value to the City and to whom the City issues a Notice of Award.

63. *Superintendent*—The representative of the Contractor who is available at all times and able to receive instructions from the City and to act for the Contractor.

64. *Supplementary Conditions*—The part of the Contract set forth at Division 00 73 00 that amends or supplements these General Conditions.

65. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

66. *Underground Facilities*—All underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid

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petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

67. *Unit Price Work*—Work for which the Contract Price is determined by multiplying the unit price for the item by the estimated quantity of the item.

68. *Weekend Working Hours*—Those hours between 8:00 a.m. and 8:30 p.m. on Saturday, and between 1:00 p.m. and 8:30 p.m. on Sunday or on a federal or state holiday observed by the City, as approved in advance by the City for performing Work.

69. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction including any Change Order or Field Order,, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

70. *Working Day*—Defined as a Business Day but excluding any days that weather or other conditions beyond the reasonable control of the Contractor prevents the performance of the principal unit of work underway for a continuous period of not less than 7 hours between 7:00 a.m. and 8:00 p.m.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:* The Contract includes the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of judgment by CityCity. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of City as to the Work. It is intended that such exercise of judgment, action, or determination will be to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).

C. *Defective:* The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents; or

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to City's written notice of Final Acceptance.

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

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2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to execute, carry out, furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

E. Unless stated otherwise in the Contract, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. Performance and Payment Bonds: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City the performance bond , payment bond and maintenance bond that comply with the provisions of Chapter 2253 of the Texas Government Code. Work will not be allowed to begin until the performance and payment bonds have been provided by the Contractor to the City.

B. Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6. Work will not be allowed to begin until the evidence of insurance has been provided by the Contractor to the City.

2.02 *Copies of Documents*

A. City shall furnish to Contractor one (1) original executed copy and one (1) electronic copy of the Contract, and three (3) additional copies of the Drawings. Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Before Starting Construction*

Baseline starting Work, Contractor shall submit for review by City the following in accordance with the Contract Documents:

A. Baseline Schedules in accordance with General Requirements, Section 01 32 16.

B. Preliminary Schedule of Submittals.

C. Preliminary Schedule of Values: For lump sum contracts, a Schedule of Values for all of the Work that includes quantities and prices of items that when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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2.04 *Preconstruction Meeting*

A. Before any Work at the Site is started, the Contractor shall attend a Preconstruction Meeting as specified in Section 01 31 19.

2.05 *Public Meeting*

A. Contractor may not mobilize any equipment, materials, or resources to the Site prior to Contractor attending the Public Meeting as scheduled by the City.

2.06 *Initial Acceptance of Schedules*

A. No progress payment shall be made to Contractor until acceptable Project Schedules are submitted to City in accordance with the Contract Documents.

2.07 *Electronic Submittals and Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the City and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then City and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to City.

C. City will issue clarifications and interpretations of the Contract Documents as provided herein.

D. The Specifications may vary in form, forma and style. Some Specification sections may be written in varying degrees of streamlined or declarative style, and some sections may be relatively narrative by comparison. Omission of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making Contract Claims or Damage Claims.

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E. The cross-referencing of Specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each Specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross-referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not cross-referencing is provided in each section or whether the cross-referencing is complete or accurate.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of CityCity, Contractor, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to City or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements, and conditions. Contractor shall promptly report in writing to City any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from City before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to City in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.1717) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by City, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to City for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier; or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

2. In case of discrepancies, figured dimensions shall govern over scaled dimensions, Drawings shall govern over Specifications, and Supplementary Conditions shall govern over General Conditions and Specifications.

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor shall submit to the City in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. City will be the interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. City will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. City's written clarification, interpretation, or decision will be final and binding on Contractor, unless Contractor appeals by filing a Contract Claim.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CityCity and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without City's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Time; Notice to Proceed*

A. The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Time commences to run. No Work may be done at the Site prior to the date on which the Contract Time commences to run.

4.03 *Delays in Contractor's Progress*

A. If Contractor is delayed, City shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project. The City shall be liable only to the extent allowed by the provisions of the Contract and as allowed by Subchapter I, Chapter 271 of the Texas Local Government Code.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. The Contractor shall receive no compensation for delays or hindrances to the Work, except when direct and unavoidable extra cost to the Contractor is caused by the failure of the City to provide information or material, if any, that the Contract specifies is to be furnished by the City.

D. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of City, Contractor, and those for whom they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Time. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph 4.03. D. The Contractor is responsible for the prompt submission of a request for an adjustment to the Contract Time under this Paragraph to the City. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Time under this Paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with City, as contemplated in Article 8); and

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4. Acts of war or terrorism.

E. Contractor's entitlement to an adjustment of Contract Time or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Time is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Time to which Contractor is otherwise entitled.

3. Adjustments of Contract Time or Contract Price are subject to the provisions of Article 11.

F. Each Contractor request or Change Order seeking an increase in Contract Time or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Time claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.08.

6. Contractor shall also furnish such additional supporting documentation as City may require including, where appropriate, a revised Project Schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

G. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from undisclosed Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.03.F and 4.03.G.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. City shall furnish the Site. City shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which

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Contractor must comply in performing the Work. City will be responsible for obtaining any necessary easements for permanent structures or permanent changes in existing facilities.

1. The City has obtained or anticipates acquisition of and/or access to right-of-way, and/or easements. Any outstanding right-of-way and/or easements are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding right-of-way, and/or easements.

2. Unless otherwise specified in the Contract Documents, the City has or anticipates moving and/or relocating utilities, and obstructions to the Site. Any outstanding movement or relocation of utilities or obstructions is anticipated in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding utilities or obstructions to be moved and/or relocated by others.

B. Upon reasonable written request of Contractor, City shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed.

C. Contractor shall provide for any additional lands and access thereto not included in the Site that may be required for construction facilities or storage of materials and equipment. The cost of such shall be part of the Contract Price.

5.02 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, worker car parking and the operations of workers to the Site, to adjacent areas that Contractor has arranged to use through construction easements or otherwise, and to other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with worker car parking, construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries, including death, and damage to or losses of property sustained by the owners or occupants of any such land or areas; provided that such damage, losses, injuries or deaths arose out of or result from the performance of the Work or arose out of or resulted from any other actions or conduct of the Contractor or those for whom Contractor is responsible.

2. At any time when, in the judgment of the City, the Contractor has obstructed, closed, or is carrying on operations in a portion of a street, right-of-way, or easement greater than is necessary for proper execution of the Work, the City may require the Contractor to reduce the area impacted to only that necessary for proper execution of the Work and/or to finish the section on which operations are in progress before work is commenced on any additional area of the Site.

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3. Construction equipment, spoil materials, supplies, forms, buildings, labs, or equipment and supply storage buildings, or any other item that may be transported by flood flows, shall not be stored within existing federal floodways during the course of the Work.

4. Should any Damage Claim be made by any such owner or occupant adversely impacted because of the performance of the Work, Contractor shall promptly attempt to resolve the Damage Claim.

5. ***PURSUANT TO PARAGRAPH 7.21, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY AND* ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES*, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH ADVERSELY IMPACTED OWNER OR OCCUPANT AGAINST CITY.***

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Site Maintenance Cleaning*: If 24 hours after written notice is given to the Contractor that the clean-up at the Site is insufficient or occurring in a manner unsatisfactory to the City, the Contractor fails to correct the unsatisfactory condition and/or procedures, the City may take such direct action as the City deems appropriate to correct the clean-up deficiencies cited to the Contractor in the written notice, and the costs of such direct corrective action, plus 25 % of such costs, shall be deducted from the monies due or to become due to the Contractor under the Contract.

D. *Final Site Cleaning*: Prior to Final Acceptance of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by City and any adjacent property owners, if applicable. At the completion of the Work, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, surplus materials, waste materials, rubbish and other debris and shall restore to original condition or better all areas impacted or disturbed by the Work.

E. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to City of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. Those drawings known to City of existing physical conditions at or contiguous to the Site, including those drawings known to City depicting existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities.).

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A.

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Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as technical data.

C. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of theirits officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any "technical data" is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), notify City in writing about such condition.

B. Possible Price and Time Adjustments

1. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time if:
    a. Contractor knew of the existence of such condition at the time Contractor made a final commitment to City with respect to Contract Price and Contract Time by the submission of a Bid or becoming bound under the Contract; or

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b. The existence of such condition reasonably could have been discovered or revealed as a result of the examination of the Contract Documents or the Site; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

C. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site is based on information and data furnished to City or Engineer by the owners of such Underground Facilities, including City, or by others, unless it is otherwise expressly provided in the Supplementary Conditions::

1. City and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data;

b. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

c. coordination and adjustment of the Work with the owners (including City) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*:

1. If an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings or otherwise indicated in the Contract Documents, or was not shown or indicated on the Drawings or in the Contract Documents with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), identify the owner of such Underground Facility and give notice to that owner and to City. Contractor shall be responsible for the safety and protection of such discovered Underground Facility.

2. If City concludes that a change in the Contract Documents is required, a Change Order may be issued to reflect and document such consequences, subject to the provisions of Article 11.

3. Verification of existing utilities, structures, and service lines shall include notification of all utility companies a minimum of 48 hours in advance of construction including exploratory excavation if necessary.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to City relating to Hazardous Environmental Conditions that have been identified at the Site; or

2. drawings known to City relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

C. Contractor shall not be responsible for a Hazardous Environmental Condition uncovered or revealed at the Site if such Hazardous Environmental Condition was not shown or indicated in Drawings or Specifications or identified if the removal or remediation of such Hazardous Environmental Condition was not identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created by the actions of or with any materials brought to the Site by Contractor, Subcontractors, Suppliers or anyone else for whom Contractor is responsible and the costs associated with the same.

D. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.17); and (3) notify City (and promptly thereafter confirm such notice in writing). City may consider the necessity to retain a qualified expert to evaluate such condition or take corrective action, if any.

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E. Contractor shall not be required to resume Work in connection with a Hazardous Environmental Condition identified pursuant to Paragraph 5.06.D or in any affected area until after City has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed.

F. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work and the Contract Price. City may have such deleted portion of the Work performed by City's own forces or others.

G. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 5.06.CityG OBLIGATES CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.***

H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue bonds or insurance policies for the limits and coverages required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

6.02 *Performance, Payment, and Maintenance Bonds*

A. Contractor shall furnish a performance bond and a payment bond, in accordance with the provisions of the Texas Government Code Chapter 2253 or successor statute and as required by the City, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. The performance and payment bonds must be provided by the Contractor to the City prior to the Contractor beginning any Work.

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B. Contractor shall furnish maintenance bonds in an amount equal to the Contract Price as security to protect the City against any defects in any portion of the Work described in the Contract Documents. Maintenance bonds shall remain in effect for two (2) years after the date of Final Acceptance by the City. The maintenance bond(s) shall be provided as directed by the City as part of the close-out of the Contract and shall be provided prior to the final payment being made.

C. All bonds shall be in the form prescribed by the Contract Documents, except as provided otherwise by Laws and Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, or its right to do business is terminated in the State of Texas, then Contractor shall promptly notify City in writing and shall, within 30 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, City may refuse to allow the Contractor to begin Work, exclude the Contractor from the Site and exercise City's termination rights under Article 15.

F. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.03 *Certificates of Insurance*

A. Contractor shall deliver to City, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance and endorsements (and other evidence of insurance requested by City or any other additional insured) establishing that Contractor has obtained and is maintaining the policies and coverages required by these General Conditions and the Supplementary Conditions prior to beginning any Work.

1. The certificate of insurance shall document the City, and all identified entities named in the Supplementary Conditions as "additional insureds" on all liability policies.

2. The Contractor's general liability insurance shall include a "per project" or "per location" endorsement, that shall be identified in the certificate of insurance provided to the City.

3. The certificate shall be signed by an agent authorized to bind coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide.

4. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent

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financial strength and solvency to the satisfaction City. If the rating is below that required, written approval of City is required.

5. All applicable policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City. In addition, the Contractor agrees to waive all rights of subrogation against the Engineer (if applicable), and each additional insured identified in the Supplementary Conditions

6. Failure of the City to demand such certificates or other evidence of full compliance with the insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such lines of insurance coverage or to provide such certificates or other evidence of full compliance with the insurance requirements.

7. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.

8. Unless otherwise stated, all required insurance shall be written on the "occurrence basis". If If City agrees in writing that coverage is underwrittenmay be written on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the effective date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the Contract and for three (3) years following Final Acceptance or for the warranty period provided for under the Contract Documents or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.

9. Policies shall have no exclusions by endorsements that either nullify or amend the required lines of coverage, nor or decrease the limits of said coverage unless such endorsements are approved in writing by the City. In the event a Notice of an Award has been issued or the Agreement executed, and the policy exclusions are determined to be unacceptable or the City desires that the Contractor obtain additional insurance coverage the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.

10. For any proposed self-insured retention (SIR),) in excess of $25,000.00, affecting insurance coverage, Contractor must obtain the written approval of the City in regard to asset value and stockholders' equity. In lieu of traditional insurance, proposed alternative coverage maintained through insurance pools or, risk retention groups, or self-funding will also require the written approval of the City.

11. Any deductible in excess of $5,000.00, for any policy that does not provide coverage on a first-dollar basis must be acceptable to and approved in writing by the City.

12. City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and limits when deemed necessary and prudent by the City based upon the scope of the Work, changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City. The City will provide prior notice of 90 days and the insurance adjustments shall be incorporated into the Work by Change Order.

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13. City shall be entitled, upon written request to Contractor and without expense to City, to receive copies of policies and endorsements thereto and. City may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions necessary to conform the policy and endorsements to the requirements of the Contract. Deletions, revisions, or modifications shall not be required where policy provisions are established by law or regulations binding upon either party or the underwriter on any such policies.

14. City shall not be responsible for the direct payment of insurance premium costs for Contractor's insurance.

6.04 *Contractor's Insurance*

A. *Workers Compensation and Employers' Liability*: Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of employees.

B. *Commercial General Liability*. Coverage shall include but not be limited to covering liability (bodily injury, including death, or property damage) arising from: premises/operations, independent contractors, products/completed operations, personal injury including death, liability under an insured contract, and explosion/collapse/underground (where those exposures exist). Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. The Commercial General Liability policy shall have no exclusions by endorsements that would alter or nullify premises/operations, products/completed operations, contractual, personal injury, or advertising injury, that are normally contained with the policy, unless the City approves such exclusions in writing.

For construction projects that present a substantial completed operation exposure, the City may require the Contractor to maintain completed operations coverage for a minimum of no less than three (3) years following the completion of the project (if identified in the Supplementary Conditions)).

C. *Automobile Liability.* A commercial business auto policy shall provide coverage on "any auto", defined as autos owned, hired and non-owned and provide indemnity for claims for damages because of bodily injury or death of any person and/or property damage arising out of or related to the work, maintenance or use of any motor vehicle by the Contractor, any

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Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

D. *Railroad Protective Liability.* If any of the Work or any warranty work is within the limits of railroad right-of-way, the Contractor shall comply with the requirements identified in the Supplementary Conditions.

E. *Notification of Policy Cancellation:* Contractor shall immediately notify City upon cancellation or other loss of insurance coverage. Contractor shall stop Work until replacement insurance has been procured. There shall be no time credit for delays or days not worked pursuant to this section.

6.05 *Acceptance of Bonds and Insurance; Option to Replace*

A. If City has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 6 or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, the City shall so notify the Contractor in writing within 10 Business Days after receipt of the certificates (or other evidence requested). Contractor shall provide to the City such additional information in respect of insurance provided as the City may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required by the Contract Documents, the City shall notify the Contractor in writing of such failure prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Such failure to provide bonds or insurance as required by the Contract Documents is a breach of the terms of the Contract and the City may terminate the Contractor in accordance with the provisions of the Contract Documents.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not City-delegated professional design services under this Contract, and neither City nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall identify and assign a competent superintendent, who is proficient in English, and who shall not be replaced without written

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notice to City of the name of the replacement superintendent. If at any time the superintendent is not satisfactory to the City, Contractor shall, if requested by City, replace the superintendent with another satisfactory to City.

C. Contractor shall notify the City 24 hours prior to moving areas during the sequence of construction.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to City for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours on Business Days. Contractor will not permit the performance of Work outside of regular working hours on Business Days without City's prior written consent (which will not be unreasonably withheld)). Contractor's written request (by letter or electronic communication) for City's written consent must be made as follows:

1. for Work beyond regular working hours on Business Days, request must be made by noon at least two (2) Business Days prior;

2. for Work during Weekend Working Hours, request must be made by noon of the preceding Wednesday; and

3. for Work on state or federal holidays observed by the City, request must be made sufficiently in advance of the holiday, to satisfy requirements for City Council approval.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, Contractor required testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of sufficient quality to complete the Work, and must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of City. If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment to be incorporated into the Work shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with

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instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

D. All items of standard equipment to be incorporated into the Work shall be the latest model at the time of bid, unless otherwise specified.

7.05 *Project Schedule*

A. Contractor shall adhere to the Project Schedule established in accordance with Paragraph 2.06 and the General Requirements as it may be adjusted from time to time as provided below.

1. Contractor shall submit to the City for acceptance (to the extent indicated in Paragraph 2.06 and the General Requirements) proposed adjustments in the Project Schedule that will not result in changing the Contract Time. Such adjustments must comply with any provisions of the General Requirements applicable thereto.

2. Contractor shall submit to City a monthly Project Schedule with a monthly progress payment request for the duration of the Contract in accordance with the Construction Progress Schedule, General Requirements 01 32 16.

3. Proposed adjustments in the Project Schedule that will change the Contract Time shall be submitted in accordance with the requirements of Article 11. Adjustments in Contract Time may only be made by a Change Order.

7.06 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that City permit the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If City in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by City as an "or equal" item. For the purposes of this Paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. the City determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to City.

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b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the City or increase in Contract Time; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each "or-equal" request. City may require Contractor to furnish additional data about the proposed "or-equal" item. City will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an "or-equal." City." City will advise Contractor in writing of its determination.

D. *Effect of City's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The City's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If City determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that City consider the item a proposed substitution pursuant to Paragraph 7.07.

7.07 *Substitutions*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that City permit the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related Work at the Site.

1. Contractor shall submit sufficient information as provided below to allow City to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitution therefor. City will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by City will be as set forth in Paragraph 7.07.B, as supplemented by the Specifications, and as City may decide is appropriate under the circumstances.

3. Contractor shall make written application to City for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application shall comply with Section 01 25 00 and:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be substantially similar in substance to the item specified; and

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3) be well-suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will adversely impact Contractor's achievement of Final Acceptance on or before the Contract Time;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and Damage Claims of other contractors affected by any resulting change.

B. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each substitution request. City may require Contractor to furnish additional data about the proposed substitute item. City will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an acceptable substitution. City's approval determination will be evidenced by a Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Time. City will advise Contractor in writing of any denial determination.

C. *Special Guarantee*: City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitution. ***Contractor shall indemnify and hold harmless City and its officers, elected and appointed officials, employees, agents, consultants and subcontractors and anyone directly or indirectly employed by them from and against any and all claims, damages, losses and expenses (including attorney's fees) arising out of or relateds to the use of substituted materials or equipment.***

D. *Reimbursement of City's Cost*: City will record City's costs in evaluating a substitution proposed or submitted by Contractor. Whether or not City approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse City for evaluating each such proposed substitute. Contractor shall also reimburse City for the charges for making changes in the Contract Documents (or in the provisions of any other direct contract with City) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

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F. *City Substitution Reimbursement*: Cost savings attributable to acceptance of a substitution shall be paid to City by Contractor by an appropriate Change Order decreasing the Contract Price.

G. *Effect of City's Determination*: If City approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The City's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.07.D, by timely submittal of a Change Order.

7.08 *Concerning Subcontractors and Suppliers*

A. Contractor shall perform with its own organization, and with the assistance of workmen under its immediate superintendence, work of a value not less than 35% of the Contract Price, unless otherwise approved by the City.

B. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom City may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection, except as provided in Paragraph 7.08.C. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to City to perform and complete the Work in accordance with the Contract.

C. The City may require the use of specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work , and will provide such requirements in the Supplementary Conditions.

D. Contractor shall provide to City as part of the Bid, the identity of all proposed Subcontractors and Suppliers. Such proposed Subcontractor or Supplier shall be deemed acceptable to City unless City raises a substantive, reasonable objection prior to execution of the Agreement.

E. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between City and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of City to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

F. No acceptance by City of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of City to the completion of the Work in accordance with the Contract Documents, Contract Price and Contract Time.

G. Contractor shall be solely responsible for scheduling and coordinating the tasks of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

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H. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of City. Contractor must comply with all applicable federal, state, and local laws, statutes, ordinances or regulations, including but not limited to immigration laws, workers compensation laws and wage laws, in the hiring of any Subcontractor or Supplier and shall ensure that each Subcontractor or Supplier has the same obligations.

I. Contractor shall restrict all Subcontractors and Suppliers from communicating with City, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.09 *Wage Rates*

A. *Duty to pay Prevailing Wage Rates*: The Contractor shall comply with all requirements of Chapter 2258, Texas Government Code (as amended), including the payment of not less than the rates determined by the City Council of the City of Denton to be the prevailing wage rates in accordance with Chapter 2258. The then current prevailing wage rates at the time of execution of the Agreement are included in these Contract Documents.

B. *Penalty for Violation*: A Contractor or any Subcontractor who does not pay the prevailing wage shall, upon demand made by the City, pay to the City $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the prevailing wage rates stipulated in these contract documents. This penalty shall be retained by the City to offset its administrative costs, pursuant to Texas Government Code Section 2258.023.

C. *Complaints of Violations and City Determination of Good Cause*: On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023, Texas Government Code, by a Contractor or Subcontractor, the City shall make an initial determination, before the 31st day after the date the City receives the information, as to whether good cause exists to believe that the violation occurred. The City shall notify in writing the Contractor or Subcontractor and any affected worker of its initial determination. Upon the City's determination that there is good cause to believe the Contractor or Subcontractor has violated Chapter 2258, the City shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage rates, such amounts being retained from successive progress payments pending a final determination of the violation.

D. *Arbitration Required if Violation Not Resolved*: An issue relating to an alleged violation of Section 2258.023, Texas Government Code, including a penalty owed to the City or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the Contractor or Subcontractor and any affected worker does not resolve the issue by agreement before the 15th day after the date the City makes its initial determination pursuant to Paragraph 7.09.C. If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required, a district court shall appoint an arbitrator on the petition of any of the persons. The City is not a party in the arbitration. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

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E. *Records to be Maintained*: The Contractor and each Subcontractor shall, for a period of three (3) years following the date of Final Acceptance, maintain records that show (i) the name and occupation of each worker employed by the Contractor in the construction of the Work provided for in this Contract; and (ii) the actual per diem wages paid to each worker. The records shall be available in Denton County, Texas at all reasonable hours for inspection by the City. The provisions of Paragraph 7.23, Right to Audit, shall pertain to this inspection.

F. *Progress Payments*: With each progress payment request or payroll period, whichever is less, the Contractor shall submit an affidavit stating that the Contractor has complied with the requirements of Chapter 2258, Texas Government Code.

G. *Posting of Wage Rates*: The Contractor shall post prevailing wage rates in a conspicuous place at the Site at all times.

H. *Subcontractor Compliance*: The Contractor shall include in its subcontracts and/or shall otherwise require all of its Subcontractors to comply with Paragraphs 7.09.A through 7.09.G.

7.10 *Patent Fees and Royalties*

A. Contractor shall pay all patent or license fees and royalties and pay all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any patent or license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents. Failure of the City to disclose such information does not relieve the Contractor from its obligations to pay said fees or, royalties or costs to others.

B. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE.***

7.11 *Permits and Utilities*

A. *Contractor obtained permits and licenses.* Unless otherwise expressly provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. City shall provide reasonable assistance to Contractor, if necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work applicable at the time the Notice of Award is issued, except for permits provided by the City as specified in Paragraph 7.11.B. City shall pay the charges of utility service providers for connections for providing permanent service to the Work.

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B. *City obtained permits and licenses.* City will obtain and pay for those permits and licenses identified as City's responsibility in the Supplementary Conditions or Contract Documents. It will be the Contractor's responsibility to comply with and carry out the provisions of the permit. If the Contractor initiates changes to the Contract and the City approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agency. relating to the changes. The City will not reimburse the Contractor for any cost associated with the requirements of any City acquired permit. The following are permits the City will obtain if required:

1. Texas Department of Transportation Permits
2. U.S. Army Corps of Engineers Permits
3. Texas Commission on Environmental Quality Permits
4. Railroad Company Permits
5. Texas Department of Licensing and Regulation (TDLR) Permits

C. *Outstanding permits and licenses.* Any outstanding permits and licenses are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding permits and licenses.

7.12 *Taxes*

A. On issuance of a Notice of Award by the City, an organization which qualifying for exemption pursuant to Texas Tax Code, Subchapter H (as amended), the Contractor may purchase, rent or lease all materials, supplies and equipment used or consumed in the performance of this contract by issuing to hisits Supplier an exemption certificate in lieu of the tax, said exemption certificate to comply with State Comptroller's Rulings applicable to Texas Tax Code, Subchapter H. Any such exemption certificate issued to the Contractor in lieu of the tax shall be subject to and shall comply with all applicable rulings pertaining to the Texas Tax Code, Subchapter H.

B. Texas tax permits and information may be obtained from:

1. Comptroller of Public Accounts
   Sales Tax Division
   Capitol Station
   Austin, TX 78711; or
2. http://www.window.state.tx.us/taxinfo/taxforms/93-forms.html

7.13 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, City shall not be responsible for monitoring Contractor's compliance with any Laws and Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws and Regulations, Contractor shall be liable for all resulting claims, costs losses, and damages, and shall indemnify and hold harmless City, and its officers, elected

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and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

C. Changes in Laws and Regulations not known at the time of the City's issuance of a Notice of Award having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Time.

7.14 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. Contractor shall include accurate locations for buried and imbedded items. These record documents, together with all approved Samples, will be available to City for reference. Upon completion of the Work, Contractor shall deliver these record documents to City prior to Final Inspection.

7.15 *Safety and Protection*

A. As between City and Contractor, Contractor shall be responsible for the safety of persons and property in the performance of the Work, for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs. Contractor shall inform the City in writing of Contractor's designated safety representative at the Site.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.1515.C.2 or 7.1515.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be the responsibility of and remedied by Contractor at its expense.

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss;

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and shall implement, erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify City; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of City's safety programs, if any.

H. Contractor shall inform City in advance in writing of the specific requirements of Contractor's safety program with which City's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed and City has issued a Letter of Final Acceptance.

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.16 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations.

7.17 *Emergencies and/or Rectification*

A. In the event of threatened or actual emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to immediately act to prevent damage, injury, or loss. Contractor shall give City prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If City determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Change Order may be issued.

B. Should the Contractor fail to respond to a request from the City to rectify any discrepancies, omissions, or correction necessary to conform with the requirements of the Contract Documents, the City shall give the Contractor written notice that such work or changes are to be performed. The written notice shall direct attention to the discrepant condition and request the Contractor to take remedial action to correct the condition. In the event the Contractor does not take proper action within 24 hours to fulfill this written request or fails to show just cause for not taking the proper action, within 24 hours, the City may take such remedial action with City resources or by contract. The City shall deduct an amount equal to the entire cost for such remedial action, plus 25% from any funds due or to become due the Contractor on the Project.

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7.18 *Submittals*

A. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit required Submittals to City for review and acceptance in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.03).

1. Contractor shall submit the Submittals in accordance with Section 01 33 00 of the General Requirements.

2. Data shown on the Submittals must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to demonstrate to City the services, materials, and equipment Contractor proposes to provide, and to enable City to review the information for the limited purposes required by Paragraph 7.18.C.

3. Submittals reviewed and accepted by City for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by City.

4. When Submittals are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown on the Drawings and Specifications.

5. For-Information-Only submittals upon which the City is not expected to conduct a review or take responsive action may be so identified in the Contract Documents.

6. Contractor shall submit the required number of Samples specified in the Specifications.

7. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which it is intended and other data as City may require to enable City to review the Submittal for the limited purposes set forth in Paragraph 7.18.C.

B. Where a Submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to City's review and acceptance of the pertinent submittal will be at the sole risk, expense and responsibility of Contractor.

C. City's Review

1. City will provide timely review of Submittals in accordance with the accepted Schedule of Submittals. City's review and acceptance will be to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. City's review and acceptance will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents), or to safety precautions or programs incident thereto.

3. City's review and acceptance of a separate item as such will not indicate approval of the assembly in which the item functions.

4. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Section 01 33 00 of the General

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Requirements, and City has given written acceptance of each such variation by specific written notation thereof incorporated in or accompanying the Submittal.

5. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for complying with the requirements of the Contract Documents.

6. City's review and acceptance of a Submittal, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Time or Contract Price, unless such changes are included in a Change Order.

7. Neither City's receipt, review, or acceptance of a Submittal will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in accepted Submittals, subject to the provisions of Section 01 33 00 of the General Requirements.

7.19 *Continuing the Work*

A. Except as otherwise provided, Contractor shall carry on the Work and adhere to the Project Schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as City and Contractor may otherwise agree in writing.

7.20 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. City and its officers, elected and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Contractor's warranty and guarantee under this Paragraph 7.20:

1. Observations by Engineer or City;

2. Recommendation by Engineer or payment by City of any progress or final payment;

3. The issuance of a letter or certificate of Final Acceptance by City or any payment related thereto by City;

4. Use or occupancy of the Work or any part thereof by City;

5. Any review and acceptance of a Submittal by City;

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6. Any inspection, test, or acceptance by others; or

7. Any correction of defective Work by City.

D. The Contractor shall remedy any defects or damages in the Work and pay for any damage to other work or property resulting therefrom which shall appear within a period of two (2) years from the date of Final Acceptance of the Work unless a longer period is specified. Contractor shall furnish a good and sufficient maintenance bond, complying with the requirements of Paragraph 6.02.B. The City will give notice of observed defects with reasonable promptness.

7.21 *Indemnification*

A. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THESE CONTRACT DOCUMENTS. THIS INDEMNIFICATION PROVISION 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, OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.**

B. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM FROM AND AGAINST ANY AND ALL LOSS, DAMAGE OR DESTRUCTION OF PROPERTY OF THE CITY, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION 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 OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.**

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7.22 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, City will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Submittal related to the requirements indicated in Paragraph 7.22.B is prepared by Contractor, a Subcontractor, or others for submittal to City, then such Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to City.

D. City shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under the conditions indicated in Paragraph 7.22.B, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.22, City's review, acceptance, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to the conditions indicated in Paragraph 7.22.B, will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.22;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

7.23 *Right to Audit*

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract during the term of the Contract and for five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be made available, in Denton County, Texas within ten (10) Business Days of City's written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within Denton County, Texas. Except as otherwise provided herein, the cost of the audit will be borne by the City

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unless the audit reveals an overpayment of 1% or greater. If the City is undertaking an audit or inspection pursuant to Paragraph 7.09 or if an overpayment of 1% or greater occurs, the City's reasonable cost of the audit, including any travel costs, must be paid by the Contractor within five (5) Business Days of receipt of City's invoice for such costs.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

7.24 *Nondiscrimination*

A. The City is responsible for operating Public Transportation Programs and implementing transit-related projects, funded in part with Federal financial assistance awarded by the U.S. Department of Transportation and the Federal Transit Administration (FTA), without discriminating against any person in the United States on the basis of race, color, or national origin.

B. Contractor shall comply with the requirements of *Title VI, Civil Rights Act of 1964 as amended* and the regulations promulgated thereunder, as may be further defined in the Supplementary Conditions, for any project receiving Federal assistance.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the City may perform other work at or adjacent to the Site. Such other work may be performed by City's employees, or through contracts between the City and third parties. City may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If City performs other work at or adjacent to the Site with City's employees, or through contracts for such other work, then City shall give Contractor written notice thereof prior to starting any such other work, if such other work is not noted in the Contract Documents.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and City, if City is performing other work with City's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of City and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to City in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with

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Contractor's Work except for latent defects and deficiencies in such other work that could not have been discovered through a proper inspection.

F. The provisions of this Article 8 are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with City, or that is performed without having been arranged by City. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.03.D.3.

8.02 *Coordination*

A. If City intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with City's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, City shall have authority for such coordination.

8.03 *Legal Relationships*

A. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of City, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. When City is performing other work at or adjacent to the Site with City's employees, Contractor shall be liable to City for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by City as a result of Contractor's failure to take reasonable and customary measures with respect to City's other work.

B. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any Damage Claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, City, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend and hold harmless City and Engineer, and the officers, elected and appointed officials, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

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ARTICLE 9 – CITY'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in the Supplementary Conditions, City shall issue all communications to Contractor.

9.02 *Furnish Data*

A. City shall promptly furnish the data required of City under the Contract Documents.

9.03 *Pay When Due*

A. City shall make payments to Contractor when they are due in accordance with and subject to the provisions of Article 14.

9.04 *Lands and Easements; Reports, Tests, and Drawings*

A. City's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Article 5 refers to City's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by City in preparing the Contract Documents.

9.05 *Change Orders*

A. City's responsibilities with respect to Change Orders are set forth in Article 11.

9.06 *Inspections, Tests, and Approvals*

A. City's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.02.DD.

9.07 *Limitations on City's Responsibilities*

A. The City shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.08 *Undisclosed Hazardous Environmental Condition*

A. City's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.09 *Compliance with Safety Program*

A. While at the Site, City's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which City has been informed in advance in writing pursuant to Paragraph 7.15.

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ARTICLE 10 – CITY'S OBSERVATION DURING CONSTRUCTION

10.01 *City's Project Manager or Duly Authorized Representative*

A. City will provide a Project Manager or duly authorized representative during the construction period. The duties and responsibilities and the limitations of authority of City's Project Manager or duly appointed representative during construction are set forth in the Contract Documents.

B. City's Project Manager for these Contract Documents is as set forth in the Supplementary Conditions. City will establish a duly authorized representative at the Preconstruction Meeting in accordance with Section 01 31 19 of the General Requirements.

10.02 *Visits to Site*

A. City will make visits to the Site at intervals appropriate to the various stages of construction as City deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, City will determine, in general, if the Work is proceeding in accordance with the Contract Documents. City will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. City's efforts will be directed toward providing City a greater degree of confidence that the completed Work will conform generally to the Contract Documents.

B. City's visits and observations are subject to all the limitations on City's responsibility set forth in Paragraph 99.07. Particularly, but without limitation, during or as a result of City's visits or observations of Contractor's Work, City will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Determinations for Work Performed*

A. As applicable, Contractor will determine the actual quantities and classifications of Work performed.. City's Project Manager or duly authorized representative will review with Contractor the preliminary determinations on such matters before rendering a written recommendation. City's written decision will be final (except as modified to reflect changed factual conditions or more accurate data).

10.04 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. City will be the interpreter of the requirements of the Contract Documents and judge the acceptability of the Work thereunder.

B. City will render a written decision on any issue referred.

C. City's written decision on the issue referred will be final and binding on the Contractor, subject to the provisions of Paragraph 11.07.

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ARTICLE 11 – CHANGES ININ THE WORK; CLAIMS; EXTRA WORK

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended toto provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof, including in the Contract Price or Contract Time, but such amendment will be made by Change Order only.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work not involving a change in Contract Price or Contract Time, may be authorized, by one of the following ways:

1. A Field Order; or
2. City's review of a Submittal (subject to the provisions of Paragraph 7.18.C); or
3. City's written interpretation or clarification.

11.02 *Execution of Change Orders*

A. City and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Time which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed..
2. Changes in the Work which are: (a) ordered by City pursuant to Paragraph 11.04, (b) required because of City's acceptance of defective Work under Paragraph 13.05 or City's correction of defective Work under Paragraph 13.08, or (c) as otherwise agreed to by the parties.

11.03 *Field Orders*

A. City may authorize minor variations and deviations in changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on both the City and Contractor, which shall perform the Work involved promptly.

11.04 *Authorized Changes in the Work – Extra Work*

A. Without invalidating the Contract and without notice to any surety, City may, at any time or from time to time, order Extra Work. Upon notice of such Extra Work, Contractor shall proceed with the Work involved only upon receiving written notice from City. Extra Work will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Extra Work shall be memorialized by a Change Order which may or may not precede an order of Extra Work.

B. For minor changes of Work not requiring changes to Contract Time or Contract Price, a Field Order may be issued by City.

11.05 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract

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Documents, as amended, modified, or supplemented as allowed herein, except in certain cases of an emergency as provided in Paragraph 7.17.A.

11.06 *Dispute of Extra Work*

A. Should a difference arise as to what does or does not constitute Extra Work, or as to the payment for such Extra Work, and the City requires its performance, the Contractor shall proceed with the Extra Work after making written request for a Change Order and shall keep accurate account of the actual reasonable cost thereof. Contract Claims regarding Extra Work shall be made pursuant to Paragraph 11.07.

B. The Contractor shall furnish the City such records of all deviations from the original Contract Documents as may be necessary to enable the City to prepare for permanent record a corrected set of plans showing the actual work performed.

C. The compensation agreed upon for Extra Work whether or not initiated by a Change Order shall be the full, complete and final payment for all charges, fees and costs Contractor incurs as a result of or relating to the Extra Work, whether said charges, fees or costs are known, unknown, foreseen or unforeseen at that time, including without limitation, any charges, fees or costs for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of the Extra Work.

11.07 *Contract Claims Process*

A. *City's Decision Required*: All Contract Claims, except those waived pursuant to Paragraph 14.08, shall be referred to the City for decision. A decision by City shall be required as a condition precedent to any exercise by Contractor of any rights or remedies he may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Contract Claims.

B. *Notice*:

1. Written notice stating the general nature of each Contract Claim shall be delivered by the Contractor to City no later than 15 days after the start of the event giving rise thereto. The responsibility to substantiate a Contract Claim shall rest with the party making the Contract Claim.

2. Notice of the amount or extent of the Contract Claim, with supporting data shall be delivered to the City no later than 45 days after the start of the event giving rise thereto (unless the City notifies Contractor in writing that City will allow additional time for Contractor to submit additional or more accurate data in support of such Contract Claim).

3. A Contract Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.08.

4. A Contract Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 11.09.

5. Each Contract Claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event.

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6. The City shall submit any response to the Contractor within 30 days after receipt of the Contractor's last submittal (unless in connection with the Contract Claim (unless Contractor allows the City additional time to submit a response).

C. *City's Action*: City will review each Contract Claim and, within 30 days after receipt of the last submittal of the Contractor unless action by City's Council is required, take one of the following actions in writing:

1. deny the Contract Claim in whole or in part;

2. approve the Contract Claim; or

3. notify the Contractor that the City is unable to resolve the Contract Claim if, in the City's sole discretion, it would be inappropriate for the City to do so. For purposes of further resolution of the Contract Claim, such notice shall be deemed a denial.

D. City's written action under this Paragraph 11.07 will be final and binding, unless City or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

E. No Contract Claim for an adjustment in Contract Price or Contract Time will be valid if not submitted in accordance with this Paragraph 11.07.

F. If the City fails to take any action pursuant to this Paragraph 11.07, the Contract Claim is considered to have been denied by the City.

11.08 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order.

B. TheThe value of any Work covered by a Change Order will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 12.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum or unit price (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.08.C.2), and shall include the cost of any secondary impacts that are foreseeable at the time of pricing the cost of Extra Work; or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum or unit price, then on the basis of the Cost of the Work (determined as provided in Paragraph 12.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.08.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

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a. For costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3, the Contractor's fee will be 15 percent except for:

1) rental fees for Contractor's own equipment; and

2) bonds and insurance;

b. For costs incurred under Paragraph 12.01.B.4, the Contractor's fee will be 5 percent;

1) Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.08.C.2.a and 11.08.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, in no case shall the cumulative total of fees paid be in excess of 25% of the Cost of the Work;

c. No fee will be payable on the basis of costs itemized under Paragraphs 12.01.B.5, 12.01.B.6, and 12.01.C;

d. The amount of credit to be allowed by Contractor to City for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

11.09 *Change of Contract Time*

A. The Contract Time may only be changed by a Change Order.

B. No extension of the Contract Time will be allowed under a Change Order for Extra Work or for claimed delay unless the Extra Work contemplated or claimed delay is shown to be on the critical path of the Project Schedule or Contractor can show by critical path method analysis how the Extra Work or claimed delay adversely affects the critical path.

C. Delay, disruption, and interference in the Work, and any related changes in Contract Time, are addressed in and governed by Paragraph 4.03.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted by the Contractor to reflect the effect of any such change.

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ARTICLE 12 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK; PLANS QUANTITY MEASUREMENT

12.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term "Cost of the Work" means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 12.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: The term, "Cost of the Work" means the sum of all costs, except those excluded in Paragraph 12.01.C, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work is covered by a Change Order, the costs reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work. Such costs shall be in amounts no higher than those calculated based on the prevailing wage rates contained in the Contract Documents, shall not include any of the costs itemized in Paragraph 12.01.C, and may include as applicable, but not be limited to the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Such employees shall include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs shall include, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours on Business Days, during Weekend Working Hours, or on a state or federal holiday observed by the City, shall be included in the above to the extent authorized by City.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith.

3. Rentals of all construction equipment and machinery and the parts thereof, whether rented from Contractor or others, in accordance with rental agreements approved in writing by City, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. and the Contract Documents. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

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4. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City . Contractor shall deliver such bids to City, which will then determine, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 12.01 and Paragraph 11.08.C.

5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work and specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically included in the Contract.

6. Supplemental costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, and temporary office or facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations, excluding those taxes for which an exemption is available as described in Paragraph 7.12.

    d. Deposits lost for causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work, provided such losses and damages have resulted from causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of CityCity. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

    f. The cost of utilities, fuel, and sanitary facilities at the Site.

    g. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

    h. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

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1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically covered in the Contract. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the acts, omissions, negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Agreement will be determined as set forth in the Contract.
    b. for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as set forth in Paragraph 11.08.C.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.08.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 12, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices, and submit in a form acceptable to City an itemized cost breakdown together with supporting data. Subject to prior written notice, City will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by City. Contractor will be responsible for ensuring that pertinent Subcontractors will afford such access to City, and preserve such documents, to the same extent as is required of Contractor.

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12.02 *Allowances*

A. *Specified Allowance*: It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to City.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances, have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of City.

D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

12.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by City subject to the provisions of Paragraph 10.03.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Work described in the Contract Documents, or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items shall be considered incidental to Unit Price Work listed and the cost of incidental work included as part of the unit price.

D. Adjustments in Contract Price

1. City may make an adjustment in the Contract Price in accordance with Paragraph 11.08 if:

a. the quantity of the item of Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. there is no corresponding adjustment with respect to any other item of Work.

2. Adjusted unit prices will apply to all units of that item.

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E. Increased or Decreased Quantities: The City reserves the right to order Extra Work in accordance with Paragraph 11.04.

1. If the changes in quantities or the alterations do not significantly change the character of the Work under the Contract Documents, the altered Work will be paid for at the Contract unit price.

2. If the changes in quantities or alterations materially and significantly change the character of the Work, the Contract will be amended by a Change Order.

3. If no unit prices exist, thisany increase or decrease in quantities will be considered Extra Work and the Contract will be amended by a Change Order in accordance with Article 11.

4. A significant change in the character of Work occurs when:

a. the character of work for any Item as altered differs materially or significantly in kind or nature from that in the Contract; or

b. a Major Item of work varies by more than 25% from the original Contract quantity.

5. When the quantity of work to be done under any Major Item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

6. When the quantity of work to be done under any Major Item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

12.04 *Plans Quantity Measurement for Unclassified Excavation or Embankment*

A. Plans quantities may or may not represent the exact quantity of Work performed or material moved, handled, or placed during the term of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised in accordance with the Contract.

B. If the total actual quantity measured for an individual item varies by more than 25% (or as stipulated under "Price and Payment Procedures" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized Work done for payment purposes. The party to the Contract requesting the adjustment will provide field measurements and calculations showing the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 11.

C. When quantities are revised by a change in design approved by the City, by Change Order, or to correct an error, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount identified in the approved change, and the 25% variance provisions of Paragraph 12.04.B will apply to the new plans quantity.

D. If the total Contract quantity multiplied by the unit price bid for an individual Item is less than $250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the City and Contractor agree in writing to fix the final quantity as a plans quantity.

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E. For callout work or non-site specific Contracts, the plans quantity measurement requirements are not applicable.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Access to Work*

A. City and its Engineer, consultants, representatives, employees, and independent testing laboratories, and authorities having jurisdiction shall have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

13.02 *Tests and Inspections*

A. Contractor shall give City timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. If the Contract Documents or any Laws and Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish City the required certificates of inspection, testing or approval, except that those fees specifically identified in the Supplementary Conditions or any Texas Department of Licensure and Regulation (TDLR) inspections, which shall will be paid as described in the Supplementary Conditions.

C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections, tests, re-tests, and approvals required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to City;
2. to attain City's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City.

D. City may arrange for the services of an independent testing laboratory ("Testing Lab") to perform any inspections or tests ("Testing") for any part of the Work, as determined solely by City.

1. City will coordinate such Testing to the extent possible, with Contractor;

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2. Should any Testing under this Section 13.03.D result in a "fail", "did not pass" or other similar negative result, the Contractor shall be responsible for paying for any and all retests. Contractor's cancellation without cause of City initiated Testing shall be deemed a negative result and require a retest.

3. Any amounts owed for any retest under this Section 13.02.D shall be paid directly to the Testing Lab by Contractor. City will forward all invoices for retests to Contractor.

4. If Contractor fails to pay the Testing Lab, City will not issue Final Payment until the Testing Lab is paid.

E. If the Contract Documents require the Work (or part thereof) to be approved by City or another designated individual or entity, then Contractor shall assume full responsibility for seeking and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without the written approval of City, Contractor shall, if requested by City, uncover such Work for observation. Such uncovering and the recovering of such Work will be at Contractor's expense.

13.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *City's Authority*: City has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Written notice of all defective Work of which City has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if City has rejected the defective Work, shall remove the defective Work from the Project and replace it with Work that is not defective. Failure to require the removal of any defective Work shall not constitute acceptance of such Work.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair City's warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Contractor or City by governmental authorities because the Work is defective, and the costs of repair, replacement or reconstruction of work of others resulting from defective Work.

13.04 *Rejecting Defective Work*

A. City will have authority to reject Work which City believes to be defective or will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. City will have authority to conduct special inspection or testing

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of the Work as provided in this Article 13, whether or not the Work is fabricated, installed, or completed.

13.05 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to Final Acceptance, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of the Work so accepted.

13.06 *Uncovering Work*

A. City has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the Contract Documents or specific instructions of City and if requested by City, Contractor shall uncover such Work for City's observation, inspection or testing and then replace the covering, all at Contractor's expense.

C. If City considers it necessary or advisable that covered Work be observed by City or inspected or tested by others, then Contractor, at City's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as City may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). City shall be entitled to accept defective Work in accordance with Paragraph 13.05 and in such case Contractor shall still be responsible for all costs associated with exposing, observing, and testing defective Work.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an extension of the Contract Time to the extent directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

13.07 *City May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or Contractor fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been corrected or eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or any employee or agent of, any of them.

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13.08 *City May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from City to correct defective Work, or to remove and replace defective Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then City may, after providing 7 days' advance written notice to Contractor, correct or remedy any such deficiency.

B. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow CityCity, City's representatives, agents and employees, and City's other contractors access to the Site to enable City to exercise the rights and remedies under this Paragraph 13.08.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court, or arbitration or other dispute resolution costs) incurred or sustained by City in exercising the rights and remedies under this Paragraph 13.08 will be the responsibility of and will be charged against Contractor. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Paragraph 13.08.

ARTICLE 14 – PAYMENTS TO CONTRACTOR; COMPLETION; CORRECTION PERIOD

14.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Paragraph 2.03 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to City. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 12.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

1. Contractor is responsible for providing all information as required to become a vendor of the City.

2. At least 20 days before the date established in the General Requirements for each progress payment (but not more often than once a month), Contractor shall submit to City for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

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3. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) bill of sale, invoice, or purchase order payments, copies of cancelled checks or other documentation establishing full payment by Contractor for the materials and equipment; (b) at City's request, documentation warranting that City has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, or other arrangements to protect City's interest therein, all of which must be satisfactory to City.
4. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received on account of the Work by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
5. The amount of retainage with respect to progress payments will be as stipulated in the Contract Documents.

C. Review of Applications

1. City will, after receipt of each Application for Payment, either indicate in writing it will proceed to process the Application for Payment or return the Application to Contractor indicating reasons for refusing payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. City's processing of any payment requested in an Application for Payment will be based on City's observations of the executed Work, and on City's review of the Application for Payment and the accompanying data and schedules, that based City's actual knowledge:
    a. the Work has progressed to the point indicated; and
    b. the quality and/or quantity of the Work is generally in accordance with the Contract Documents (subject to any subsequent evaluations of the Work, an evaluation of the Work as a functioning whole prior to or upon Final Acceptance, the results of any subsequent tests or inspections called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraphs 10.05 and 12.03, and any other qualifications stated).
3. Processing any such payment will not thereby be deemed to have represented that:
    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
    b. there are no other matters or issues between the parties that might entitle Contractor to be paid additionally by City or entitle City to withhold payment to Contractor; or
    c. Contractor hashas complied with Laws and Regulations applicable to Contractor's performance of the Work.
4. City may refuse to process or pay the whole or any part of any payment because of subsequently discovered evidence or the results of subsequent inspections or tests, and

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may revise or revoke any such payment previously made, to such extent as may be necessary to protect City from loss because:

a. the Work is defective, or the completed Work has been damaged by the Contractor or his subcontractors, requiring correction or replacement;

b. there are discrepancies in quantities contained in previous applications for payment;

c. the Contract Price has been reduced by Change Orders;

d. City has been required to correct defective Work in accordance with Paragraph 1313.08, or has accepted defective Work pursuant to Paragraph 13.05;

e. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

f. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Retainage:

1. For all contracts, retainage shall be five percent (5%).

E. *Liquidated Damages*: For each calendar day that any work shall remain uncompleted after the time specified in the Contract Documents, the sum per day specified in the Agreement will be paid by the Contractor to the City, not as a penalty, but as liquidated damages suffered by the City. If feasible, the parties may agree to have the liquidated damages deducted from any amounts owned to Contractor by City instead of being paid directly to City by Contractor.

F. *Payment*: Contractor will be paid pursuant to the requirements of this Article 14 and payment will become due in accordance with the Contract Documents.

G. Reduction in Payment

1. City may refuse to make payment of the of the amount requested because:

a. Claims have been made against City based on Contractor's performance or furnishing of the Work, or City has incurred costs, losses, or damages resulting from Contractor's performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, or patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

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g. City has been required to correct defective Work in accordance with Paragraph 13.08, or has accepted defective Work pursuant to Paragraph 13.05;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones or Final Acceptance of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to City to secure the satisfaction and discharge of such Liens;

l. Other items entitle City to a set-off against the payment amount requested; or

m. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.

2. If City refuses to make payment of the amount requested, City will give Contractor written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, within a reasonable time after Contractor remedies the reasons for such action to the satisfaction of City and City has confirmed such action.

14.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to City no later than the time of payment free and clear of all Liens.

14.03 *Partial Utilization*

A. Prior to Final Acceptance of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City determines constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work. City at any time may notify Contractor in writing to of any such part of the Work which City determines to be ready for its intended use. In addition, City may request in writing that Contractor permit City to use or occupy any such part of the Work that City believes to be substantially complete, subject to the following conditions:

1. At any time, Contractor may notify City that Contractor considers any such part of the Work ready for its intended use.

2. Within a reasonable time after notification as enumerated in Paragraph 14.03, City and Contractor shall make an inspection of that part of the Work to determine its status of completion. If City does not consider that part of the Work to be substantially complete, City will notify Contractor in writing giving the reasons therefor.

3. Partial Utilization by City will not constitute Final Acceptance by City.

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14.04 *Final Inspection*

A. Upon written notice from Contractor that the entire Work is complete in accordance with the Contract Documents:

1. City will promptly schedule a Final Inspection with Contractor.

2. City will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. City reserves the right to deny request for Final Inspection if City determines that the entire Work is not sufficiently complete to warrant a Final Inspection.

14.05 *Final Acceptance*

A. Upon completion by Contractor to City's satisfaction, of any and all Work in accordance with the Contract Documents, including any corrections or additional Work identified in the Final Inspection and delivery of all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurances, certificates of inspection, annotated record documents and other required documents in accordance with the Contract Documents, City will issue to Contractor a letter of Final Acceptance.

14.06 *Final Payment*

A. Application for Payment

1. Upon receipt of a letter of Final Acceptance from City, Contractor may make application for Final Payment following the procedures for requesting payments in accordance with the Contract Documents.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 6.03;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to City free and clear of any Liens or other title defects or will so pass upon final payment;

d. a list of all Contract Claims or Damage Claims against City that Contractor believes are unsettled;

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; and

f. a completed subcontractor form identifying the subcontractor/supplier(s) and the description of Work and/or materials provided, if any.

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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 of the amount retained provided that all other work is completed as determined by the City. Before the release, all submittals and final quantities must be completed and accepted for all other work. An amount sufficient to ensure Contract compliance will be retained.

14.08 *Waiver of Claims*

A. The acceptance of final payment will constitute a waiver and release by Contractor of all claims, rights, causes of action, or liabilities, including Contract Claims, against City arising out of, related to or under the Contract or for any act, omission or neglect of City.

14.09 *Correction Period*

A. If within two (2) years after the date of Final Acceptance (or such longer period of time as may be prescribed by the Contract Documents) any Work has been found to be defective, or Contractor's repair of any damages to the Site, adjacent areas, or areas made available for Contractor's use by City has been found to be defective, then after receipt of City's written notice of defect, Contractor shall promptly, without cost to City and in accordance with City's written instructions:

1. correct the defective repairs to the Site or such adjacent areas, or areas made available for Contractor's use by City;

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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.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *City May Suspend Work*

A. At any time and without cause, City may suspend the Work or any portion thereof by written notice to Contractor. City may fix the date on which Work will be resumed in such notice, and Contractor shall resume the Work on the date so fixed. During a temporary suspension of the Work covered by these Contract Documents, for any reason, the City will make no extra payment for stand-by time of construction equipment and/or construction crews.

B. Should the Contractor not be able to complete a portion of the Project due to causes beyond the control of and without the fault or negligence of the Contractor, and should it be determined by mutual consent of the Contractor and City that a solution to allow construction to proceed is not available within a reasonable period of time, Contractor may request an extension in Contract Time, directly attributable to any such suspension.

C. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way; Contractor shall take every precaution to prevent damage or deterioration of the work performed; and Contractor shall provide suitable drainage about the work, and erect temporary structures where necessary.

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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.

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.

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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 perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue, or any rights or remedies of City against Contractor or Surety. Any retention or payment of money due Contractor by City will not release Contractor from liability.

E. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.02, the termination procedures of that bond shall not supersede the provisions of this Article 15.

15.03 *City May Terminate for Convenience*

A. City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract, in whole or in part. Any termination shall be affected by giving notice of the termination to the Contractor specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective. Notice shall be deemed validly given if given in accordance with Paragraph 17.01.A.

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B. After a notice of termination, has been given, and except as otherwise directed by the City, the Contractor shall:

1. stop work under the Contract on the date and to the extent specified in the notice of termination;

2. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

3. terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by notice of termination;

4. transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:

   a. the fabricated or unfabricated parts, Work in progress, completed Work, supplies and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of the termination; and

   b. the completed, or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the City.

5. complete performance of such Work as shall not have been terminated by the notice of termination; and

6. take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the City has or may acquire the rest.

C. At a time not later than 30 days after the termination date specified in the notice of termination, the Contractor may submit to the City a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of in accordance with the Contract, exclusive of items the disposition of which has been directed or authorized by City.

D. Not later than 15 days after Contractor's submission of the certified list to City pursuant to Paragraph 15.03.C, the City shall accept title to such items, subject to verification of the list by the City upon removal of the items or,. If the items are stored, then City shall have 45 days after submission of the list, to verify the list submitted and accept title to such items. Any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

E. Not later than 60 days after the notice of termination has been given, the Contractor shall submit hisits termination claim to the City in the form and with the certification prescribed by the City. Unless an extension request is made in writing within such 60-day period by the Contractor, and granted by the City, any and all such claims of Contractor that are not submitted to City within such 60-day period shall be conclusively deemed waived.

F. Should a termination claim be timely submitted to the City, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead

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and profit on such Work calculated and determined in accordance with the Contract Documents;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses calculated and determined in accordance with the Contract Documents; and

3. reasonable expenses directly attributable to reasonable and necessary wind-down and termination activities, without any overhead or profit.

G. In the event of the failure of the Contractor and City to agree upon the whole amount to be paid to the Contractor by reason of the termination of the Work, the City shall determine, on the basis of information submitted and available to it, the amount, if any, due to the Contractor by reason of the termination and City shall pay to the Contractor the amounts so determined. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of, related to or resulting from such termination.

ARTICLE 16 – RESOLUTION OF DISPUTES

16.01 *Methods and Procedures*

A. Either City or Contractor may request mediation of any Contract Claim submitted for a decision under Paragraph 11.07 before such decision becomes final and binding. The request for mediation shall be submitted to the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 11.07.E.

B. City and Contractor shall participate in the mediation process in good faith. The process shall be commenced within 60 calendar days of filing of the request.

C. The parties shall agree on a mediator; however, if they cannot agree within 14 calendar days then the Denton County Alternative Dispute Resolution Program ("DCAP") shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party, or the mediator, states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. All costs of mediation shall be borne equally by the parties.

D. All communications, both written and oral, during Phases A and B are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

E. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

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F. If the Contract Claim is not resolved by mediation, City's action under Paragraph 11.07.C or a denial pursuant to Paragraphs 11.07.C.3 or 11.07.D shall become final and binding 30 days after termination of the mediation unless, within that time period, City or Contractor:

1. elects in writing to invoke any other dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Contract Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Contract Claim to a court of competent jurisdiction as set forth within the Contract Documents.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice, it will be deemed to have been validly given if delivered:

1. in person, by a commercial courier service or otherwise, if to City, to the duly authorized representative of City identified in the Contract Documents or to City's Project Manager or, if to Contractor, to a member of the firm or to an officer of the corporation for whom it is intended; or

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient.

17.02 *Computation of Time*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day that is a state or federal holiday observed by the City, the next Business Day shall become the last day of the period.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws and Regulations, in equity, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph 17.03 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Limitation of Damages*

A. With respect to any and all claims, disputes subject to final resolution, and other matters at issue, neither City, nor any of its officers, directors, elected or appointed officials, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project. Further, the Contractor may only claim and the City may only be liable for those damages that are set forth in Subchapter I, Chapter 271 of the Texas

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Local Government Code and the City shall not be liable for any consequential damages, exemplary damages or damages for unabsorbed home office overhead.

17.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

B. The City has not waived its sovereign immunity except as expressly set forth in Subchapter I, Chapter 271 of the Texas Local Government Code or as expressly waived by other statute.

17.06 *Survival of Obligations*

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and Final Acceptance of the Work or termination of the Contract or of the services of Contractor.

17.07 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.08 *Successors and Assigns*

A. City and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.09 *Governing Law*

A. The Contract shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.

17.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00 73 00
SUPPLEMENTARY CONDITIONS
TO
GENERAL CONDITIONS

Supplementary Conditions

These Supplementary Conditions modify and supplement Section 00 72 00 - General Conditions, and other provisions of the Contract Documents as indicated below. All provisions of the General Conditions that are modified or supplemented remain in full force and effect as so modified or supplemented. All provisions of the General Conditions which are not so modified or supplemented remain in full force and effect.

Defined Terms

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions, unless specifically noted herein.

Modifications and Supplements

The following are instructions that modify or supplement specific paragraphs in the General Conditions and other Contract Documents.

SC-5.01A

Easement limits shown on the Drawing are approximate and were provided to establish a basis for bidding. Upon receiving the final easements descriptions, Contractor shall compare them to the lines shown on the Contract Drawings.

SC-5.01A.1., "Availability of Lands"

The following is a list of known outstanding right-of-way, and/or easements to be acquired, if any as of *2/16/26*:

Outstanding Right-Of-Way, and/or Easements to Be Acquired

PARCEL NUMBER	OWNER	TARGET DATE OF POSSESSION
537526 & 675524 – Right of Entry	Robson Denton Dev LP	4/16/2026
75362 & 114264 – Right of Entry	DF Denton Fund 28 LTD P/S	4/16/2026

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

If Contractor considers the final easements provided to differ materially from the representations on the Contract Drawings, Contractor shall within five (5) Business Days and before proceeding with the Work, notify City in writing associated with the differing easement line locations.

SC-5.01A.2, "Availability of Lands"

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Utilities or obstructions to be removed, adjusted, and/or relocated

The following is list of utilities and/or obstructions that have not been removed, adjusted, and/or relocated as of *2/16/26*

EXPECTED OWNER	UTILITY AND LOCATION	TARGET DATE OF ADJUSTMENT
NONE		

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

SC-5.03A., "Subsurface and Physical Conditions"

The following are reports of explorations and tests of subsurface conditions at the site of the Work:
NONE

The following are drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site of the Work:
NONE

SC-5.05 A., "Underground Facilities

The following are additional resources for identification of Underground Facilities which are at or contiguous to the site of the Work, and which are not necessarily shown in the Drawings:
NONE

SC-5.06A., "Hazardous Environmental Conditions at Site"

The following are reports and drawings of existing hazardous environmental conditions known to the City:
NONE

SC-6.02, "Performance, Payment, and Maintenance Bonds"

The "Contract Price" for Performance, Payment, and Maintenance Bonds will be the same as indicated in Article 3 as listed in the Agreement.

SC-6.03A., "Certificates of Insurance"

The entities listed below are "additional insureds as their interest may appear" including their respective officers, directors, agents and employees.

(1) City
(2) Consultant: *NONE*
(3) Other: *NONE*

SC-6.04A., "Contractor's Insurance"

The limits of liability for the insurance required by Paragraph GC-6.04 shall provide the following coverages for not less than the following amounts or greater where required by laws and regulations:

6.04A. Workers' Compensation, under Paragraph GC-6.04A.

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Statutory limits
Employer's liability
$100,000 each accident/occurrence
$100,000 Disease - each employee
$500,000 Disease - policy limit

SC-6.04B., "Contractor's Insurance"

6.04B. Commercial General Liability, under Paragraph GC-6.04B. Contractor's Liability Insurance under Paragraph GC-6.04B., which shall be on a per project basis covering the Contractor with minimum limits of:

$1,000,000 each occurrence
$2,000,000 aggregate limit

The policy must have an endorsement (Amendment – Aggregate Limits of Insurance) making the General Aggregate Limits apply separately to each job site.

The Commercial General Liability Insurance policies shall provide "X", "C", and "U" coverage's. Verification of such coverage must be shown in the Remarks Article of the Certificate of Insurance.

SC 6.04C., "Contractor's Insurance"

6.04C. Automobile Liability, under Paragraph GC-6.04C. Contractor's Liability Insurance under Paragraph GC-6.04C., which shall be in an amount not less than the following amounts:

(1) **Automobile Liability** - a commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

$1,000,000 each accident on a combined single limit basis.

SC-6.04D., "Contractor's Insurance"

The Contractor's construction activities will require its employees, agents, subcontractors, equipment, and material deliveries to cross railroad properties and tracks, or perform work within 25 feet of the center line of tracks *NONE*.

The Contractor shall conduct its operations on railroad properties in such a manner as not to interfere with, hinder, or obstruct the railroad company in any manner whatsoever in the use or operation of its/their trains or other property. Such operations on railroad properties may require that Contractor to execute a "Right of Entry Agreement" with the particular railroad company or companies involved, and to this end the Contractor should satisfy itself as to the requirements of each railroad company and be prepared to execute the right-of-entry (if any) required by a railroad company. The requirements specified herein likewise relate to the Contractor's use of private and/or construction access roads crossing said railroad company's properties.

The Contractual Liability coverage required by Paragraph 5.04D of the General Conditions shall provide coverage for not less than the following amounts, issued by companies satisfactory to the City and to the Railroad Company for a term that continues for so long as the Contractor's operations and work cross, occupy, or touch railroad property:

(1) General Aggregate: *$Confirm Limits with Railroad*

(2) Each Occurrence: *$Confirm Limits with Railroad*

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____ *Required for this Contract* _X__ *Not required for this Contract*

With respect to the above outlined insurance requirements, the following shall govern:

1. Where a single railroad company is involved, the Contractor shall provide one insurance policy in the name of the railroad company. However, if more than one grade separation or at-grade crossing is affected by the Project at entirely separate locations on the line or lines of the same railroad company, separate coverage may be required, each in the amount stated above.

2. Where more than one railroad company is operating on the same right-of-way or where several railroad companies are involved and operated on their own separate rights-of-way, the Contractor may be required to provide separate insurance policies in the name of each railroad company.

3. If, in addition to a grade separation or an at-grade crossing, other work or activity is proposed on a railroad company's right-of-way at a location entirely separate from the grade separation or at-grade crossing, insurance coverage for this work must be included in the policy covering the grade separation.

4. If no grade separation is involved but other work is proposed on a railroad company's right-of-way, all such other work may be covered in a single policy for that railroad, even though the work may be at two or more separate locations.

No work or activities on a railroad company's property to be performed by the Contractor shall be commenced until the Contractor has furnished the City with an original policy or policies of the insurance for each railroad company named, as required above. All such insurance must be approved by the City and each affected Railroad Company prior to the Contractor's beginning work.

The insurance specified above must be carried until all Work to be performed on the railroad right-of-way has been completed and the grade crossing, if any, is no longer used by the Contractor. In addition, insurance must be carried during all maintenance and/or repair work performed in the railroad right-of-way. Such insurance must name the railroad company as the insured, together with any tenant or lessee of the railroad company operating over tracks involved in the Project.

SC 6.04F., "Contractor's Insurance"

Add Paragraph 6.04F. Environmental Impairment/Pollution

Environmental Impairment/Pollution Insurance to include coverage for the handling, receiving, dispensing, removal, storage, testing, transportation, disposal, discharge, dispersal release or escape of any hazardous material into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including ground water, with a minimum combined bodily injury (including death) and property damage limit of *$1,000,000* per occurrence to be obtained upon substantial completion and acceptance of facility by the City.

SC-7.08C., "Concerning Subcontractors and Suppliers"

The following subcontractors shall be required to be utilized by the Contractor for specific portions of the Work as indicated below:

Required Subcontractors

SUBCONTRACTOR COMPANY NAME	DESCRIPTION OF WORK TO BE PERFORMED
NONE	

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SC-7.11., "Permits and Utilities"

SC-7.11A., "Contractor obtained permits and licenses"
The following are known permits and/or licenses required by the Contract to be acquired by the Contractor:
NONE

SC-7.11B. "City obtained permits and licenses"
The following are known permits and/or licenses required by the Contract to be acquired by the City:
NONE

SC-7.11C. "Outstanding permits and licenses"

The following is a list of known outstanding permits and/or licenses to be acquired, if any as of 12/8/25:

Outstanding Permits and/or Licenses to Be Acquired

OWNER	PERMIT OR LICENSE AND LOCATION	TARGET DATE OF POSSESSION
NONE		

SC-8.02., "Coordination"

The individuals or entities listed below have contracts with the City for the performance of other work at the Site:

Vendor	Scope of Work	Coordination Authority
NONE		

SC-9.01, "Communications to Contractor"

There are no special communications requirements for this project.

SC-10.01B., "City's Project Manager"

The City's Project Manager for this Contract is Megan Davidson, or his/her successor pursuant to **written notification from the City Engineer.**

SC-13.02B., "Tests and Inspections"

NONE

SC-14.01G, "Reduction in Payment"

Add Paragraph 14.01G.3:

3. *City may reduce payments to the Contractor, if the number of Days that have passed after the date listed on the Notice to Proceed exceeds the Contract Time for Substantial Completion.*

SC-16.01C.1, "Methods and Procedures"

NONE

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SC – 17.01, "Documents"

Any documents submitted to the City in electronic format shall be considered equivalent to an original of such document.

END OF SECTION

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

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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.**

Mario Sinacola & Sons Excavating, 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.**

N/A

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: Bradley S. Missler 0170B4A97D89438...

Signature of vendor doing business with the governmental entity

5/19/2026

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.

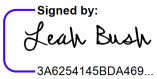
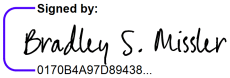
Certificate Of Completion

Envelope Id: 50781B6B-188B-4F9C-9D76-63A84A35AC73
Status: Sent
Subject: Please DocuSign: City Council Contract 8916 Robson Ranch Road
Source Envelope:
Document Pages: 100
Signatures: 4
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
5/1/2026 9:28:54 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: 5/1/2026 9:35:34 AM Viewed: 5/1/2026 9:37:46 AM Signed: 5/1/2026 9:38:00 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/1/2026 9:38:17 AM Viewed: 5/1/2026 9:56:38 AM Signed: 5/1/2026 9:57:43 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 5/1/2026 9:58:02 AM Viewed: 5/4/2026 4:53:05 PM Signed: 5/5/2026 5:12:10 PM
Bradley S. Missler bmissler@mariosinacola.com Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/19/2026 10:06:32 AM ID: 3071136c-4411-4050-9d09-15cc12fae4d6	Signed by:  0170B4A97D89438... Signature Adoption: Pre-selected Style Using IP Address: 206.123.110.212	Sent: 5/5/2026 5:12:26 PM Resent: 5/8/2026 11:32:01 AM Resent: 5/11/2026 10:27:48 AM Resent: 5/19/2026 8:29:44 AM Viewed: 5/19/2026 10:06:32 AM Signed: 5/19/2026 10:10:24 AM

Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None)	Signed by:  A13701F6BC954FC...	Sent: 5/19/2026 10:10:36 AM Viewed: 5/19/2026 10:57:05 AM Signed: 5/19/2026 10:57:30 AM
	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	
Electronic Record and Signature Disclosure: Accepted: 5/19/2026 10:57:05 AM ID: d0cb596b-3bb0-4ced-a8c9-e3b416a2db22		
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 47.190.47.120 Signed using mobile	Sent: 5/19/2026 10:57:44 AM Viewed: 5/19/2026 11:11:32 AM Signed: 5/19/2026 11:12:02 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: 5/19/2026 11:12:13 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Kristi Fogle Kristi.Fogle@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 5/18/2026 10:10:43 AM ID: 3a4e3178-ce4a-47fc-a6ed-409ebaf9033d		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/1/2026 9:38:18 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/19/2026 10:57:43 AM Viewed: 5/19/2026 11:36:44 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Megan Davidson megan.davidson@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
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Envelope Updated	Security Checked	5/5/2026 1:59:46 PM
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Envelope Updated	Security Checked	5/11/2026 10:25:27 AM
Envelope Updated	Security Checked	5/11/2026 10:25:27 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

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 DiVal Safety Equipment, Inc., for the acquisition of self-contained breathing apparatuses for the Fire Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8998 – awarded to DiVal Safety Equipment, Inc., for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $1,053,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities.

INFORMATION/BACKGROUND

A self-contained breathing apparatus (SCBA) is a respiratory protective device worn by firefighters to provide breathable air in toxic and hazardous environments. The Fire Department began using SCBAs manufactured by Scott Safety Corporation in the year 2000. Since then, the manufacturer has issued numerous updates to meet safety requirements established by the National Fire Protection Association. Fire Department ambulances, engines, and trucks are all equipped with SCBAs. When new apparatuses are purchased, new SCBAs are purchased as well.

The Fire Department performs approximately 100 percent of the SCBAs' flow tests in-house. These tests are required annually by the Texas Commission on Fire Protection (TCFP) and the National Fire Protection Association (NFPA). When the test reveals a need, or when damage or repair is required, the department uses DiVal Breathing Air Products as a resource for warranty repairs and replacement parts. This allows the City of Denton Fire Department to maintain the use of current safety-appropriate respiratory protection during firefighting and rescue responses.

Estimated 5 Year Expenditures

	Maintenance/Repair	New Acquisitions	Total
Year 1	$70,000	$125,000	$195,000
Year 2	70,000	125,000	195,000
Year 3	70,000	125,000	195,000
Year 4	70,000	125,000	195,000
Year 5	70,000	125,000	195,000

Total	**$350,000**	**$625,000**	**$975,000**
		8% Contingency	78,000
		GRAND TOTAL	**$1,053,000**

Request for Proposals was sent to 220 prospective suppliers, including 10 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and were advertised in the local newspaper. Three (3) proposals were received, references were checked, and proposals were evaluated based upon published criteria, including price, compliance with specifications, and probable performance. Best and Final Offers (BAFO) were requested from the top firms. Based upon this evaluation, DiVal Safety Equipment, Inc. was ranked the highest and determined to be the best value for the City.

NIGP Code Used for Solicitation:	340 - Fire Protection Equipment and Supplies
Notifications sent for Solicitation sent in IonWave:	220
Number of Suppliers that viewed Solicitation in IonWave:	22
HUB-Historically Underutilized Business Invitations sent out:	32
SBE-Small Business Enterprise Invitations sent out:	80
Responses from Solicitation:	3

RECOMMENDATION

Award a contract with DiVal Safety Equipment, Inc., for self-contained breathing apparatuses for the Fire Department, for a three (3) year term, with the option for two (2) additional one (1) year extensions, for a total of five (5) years, not to exceed $1,053,000.

PRINCIPAL PLACE OF BUSINESS

DiVal Safety Equipment, Inc.
West Tawakoni, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial three (3)- year contract with options to extend for two (2) additional one (1)- year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

The maintenance and repair items will be funded from Fire Operating account 320100.6393, and new SCBA acquisitions will be budgeted and funded in correlation with new and replacement apparatus purchases. Approved new acquisition funding will be budgeted in 320100.8411. The estimated annual maintenance and repair expenditure for a fiscal year is $70,000 and is included in the adopted budget. The remainder will be budgeted in future fiscal years to align with the contract terms and expenditure. These products and services will be utilized on an as-needed basis. The City will pay only for items purchased and is not obliged to pay the full contract amount unless required.

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: Collin Skipper, 940-349-8831.

Legal point of contact: Leah Bush at 940-349-8333.

Exhibit 2
RFP 8998 - Pricing Evaluation for Fire Self Contained Breathing Apparatus

				Respondent's Business Name:	**DiVal Safety Equipment, Inc.**		Heat Safety Equipment LLC		Technology International, Inc.	
				Principal Place of Business (City and State):	**West Tawakoni, TX**		Von Ormy, TX		Lake Mary, FL	
Line #	**Description**	**QTY**	**UOM**		**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Scott Safety Air Pak X-3 Pro	58	EA		**$8,261.51**	**$479,167.58**	$8,091.14	$469,286.12	$11,850.00	$687,300.00
2	Scott Safety Air Pak X-3 Pro Carbon Cylinder and CGA Valve Assembly	125	EA		**$1,437.58**	**$179,697.50**	$1,447.16	$180,895.00	$2,000.00	$250,000.00
3	Scott AV-3000 HT Facepiece with 4 Point Kevlar Head Harness, Small.	10	EA		**$376.88**	**$3,768.80**	$356.43	$3,564.30	$525.00	$5,250.00
4	Scott AV-3000 HT Facepiece with 4 Point Kevlar Head Harness, Medium.	25	EA		**$376.88**	**$9,422.00**	$356.43	$8,910.75	$525.00	$13,125.00
5	Scott AV-3000 HT Facepiece with 4 Point Kevlar Head Harness, Large.	25	EA		**$376.88**	**$9,422.00**	$356.43	$8,910.75	$525.00	$13,125.00
6	True North L-2 Search Rope Bag	1	EA						$485.00	$485.00
6.1	T2 Rescue Pack, Medium Item # 8088144	1	EA		**$158.00**	**$158.00**				
6.2	EVAC medium Rope Bag	1	EA				$68.17	$68.17		
7	RIT Pak III with Rectus connection	1	EA		**$3,818.74**	**$3,818.74**	$3,843.97	$3,843.97	$4,750.00	$4,750.00
8	200’ Search / RIT Line	1	EA						$285.00	$285.00
8.1	100ft Rope	1	EA		**$140.00**	**$140.00**				
8.2	Sterling 1/2" SuperStatic2 Rope	1	EA				$394.99	$394.99		
9	SEMS II Mesh Gateway with USB Base Station	1	EA		**$2,077.86**	**$2,077.86**	$2,091.64	$2,091.64	$2,600.00	$2,600.00
10	OD 50 off set D screw gate NFPA Carabiner Gold.	1	EA		**$22.50**	**$22.50**			$40.00	$40.00
10.1	CMC Rescue	1	EA				$24.00	$24.00		
11	Pak-Tracker Handheld Receiver	1	EA		**$1,742.28**	**$1,742.28**	$1,753.83	$1,753.83	$815.00	$815.00
12	3Mscott Hand Held PAK Tracker PN: 200266-04 X3 Pro	1	EA		**$1,742.28**	**$1,742.28**	$1,753.83	$1,753.83	$2,200.00	$2,200.00
13	RFID Cards (Package of ten (10) units)	1	EA		**$131.34**	**$131.34**	$132.23	$132.23	$165.00	$165.00
14	PERCENT OFF ALL SAFETY REPLACEMENT PARTS FOR ITEMS NOT LISTED ABOVE				**30%**		25%		0%	
16	TRADE IN VALUE OF THE AIR-PAK X-3 Pro	1	EA		**$500.00**	**$500.00**	$400.00	$400.00	No Bid	
17	**Service**									
18	SCBA Flow Test (annual functional test)	1	EA		**$29.40**	**$29.40**	$35.00	$35.00	$105.00	$105.00
19	SCBA Carbon Cylinder Hydrostatic Test (pressurization test)	70	EA		**$31.50**	**$2,205.00**	$25.00	$1,750.00	$90.00	$6,300.00
20	Repair labor	5	Per hour		**$75.00**	**$375.00**	$65.00	$325.00	$125.00	$625.00
				Total:	**$694,420.28**		$684,139.58		$987,170.00	

Evaluation				
Item #	**Standard Criteria**	**DiVal Safety Equipment, Inc.**	Heat Safety Equipment LLC	Technology International, Inc.
1	Compliance with Specifications - 30%	**28.00**	24.00	12.00
2	Probable performance - 20%	**20.00**	16.00	8.00
3	Price, Total Cost of Ownership - 50%	**49.30**	50.00	34.70
	Total Score:	**97.30**	90.00	54.70

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DIVAL SAFETY EQUIPMENT, INC., FOR THE ACQUISITION OF SELF-CONTAINED BREATHING APPARATUSES FOR THE FIRE DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8998 – AWARDED TO DIVAL SAFETY EQUIPMENT, INC., FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $1,053,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the acquisition of self-contained breathing apparatuses for the Fire 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 [Police and fire protection and control]; 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
8998	DiVal Safety Equipment, Inc.	$1,053,000.00

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 _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

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Docusign City Council Transmittal Coversheet

RFP	8998
File Name	Fire Self Contained Breathing Apparatus
Purchasing Contact	Kayla Clark
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Initial
LH

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND DiVal Safety Equipment, Inc.
(Contract #8998)

THIS CONTRACT is made and entered into this date _____, by and between **DiVal Safety Equipment, Inc.** a New York corporation, whose address is 252 East Hwy 276 West Tawakoni, TX 75474 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 #8998 - Fire Self Contained Breathing Apparatus, 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 8998 (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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BY:
CONTRACTOR
DiVal Safety Equipment, Inc.

Signed by:
Carol Deming
E52473CFDDD4429...

Authorized Signature

Printed Name: Carol Deming

Title: Sales DirectorProfesional

Email Adress: cdeming@divalsafety.com

2026-1459863

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Signed by: Leah Bush 3A6254145BDA469...

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

Signed by:
kenneth Hedges
8C476FC45B304C3...

SIGNATURE

Fire Chief

TITLE

Fire

DEPARTMENT

Contract 8998

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $1,053,000. 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 three (3) years, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) 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

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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.

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.

6. Cooperative Purchasing

It is the intent of the City that any contract resulting from this solicitation be made available for use by other governmental entities, to the maximum extent permitted under applicable federal, state, and local laws, including, but not limited to, the *Texas Government Code Chapter 791*. The Contractor agrees to make the same pricing, terms, and conditions available to any eligible public agency, political subdivision, or governmental entity that elects to purchase under this Contract, provided that such entity issues its own purchase order or agreement referencing the City's contract. Each such participating entity shall be responsible solely for its own obligations, including issuance of purchase orders, receipt of goods or services, and payment of invoices. The City shall not be responsible for the performance or payment of any obligations incurred by such participating entities.

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Exhibit B
City of Denton's [RFP] #### File

On File at the Office of the Purchasing Agent

Docusign Envelope ID: FF47DF86-FFB8-85F3-800C-E1490941D5B1

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.

F. Contractor must submit invoices no later than thirty (30) calendar days after termination or expiration of the Contract. Any invoices sent after that date will be considered noncompliant and will not be approved for payment.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or

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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 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.

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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 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:

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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.

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,

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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.

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

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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. 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

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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, 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

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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 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

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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 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**

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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. 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-

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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.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances

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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 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.

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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 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

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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 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

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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 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

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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.

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

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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. 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/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

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents,

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Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. <u>ERRORS & OMISSIONS INSURANCE</u>

Errors & Omissions Insurance to provide coverage against claims for any loss on accounts assigned to the CONTRACTOR due to negligent act, error or omission on the part of the CONTRACTOR or its employees with minimum limits of $1,000,000 per claim, $2,000,000 annual aggregate. Such insurance

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may include coverage for Cyber Liability and Network Risk.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

Bid Lines

1 Scott Safety Air Pak X-3 Pro

Quantity: 58 UOM: EA Price: $8,261.51 Total: $479,167.58

Manufacturer: 3M Scott

Supplier Notes: 2025 edition X3Pro SCBA PN X5814025305A03 and X5814025305A04. All configured Specs on current 2025 Edition SCBAs will begin with (X5)

2 Scott Safety Air Pak X-3 Pro Carbon Cylinder and CGA Valve Assembly

Quantity: 125 UOM: EA Price: $1,437.58 Total: $179,697.50

Manufacturer: 3M Scott

Supplier Notes: Scott Cylinder PN 804722-01 4.5 Carbon 45 Min CGA valve Assy

3 Scott AV-3000 HT Facepiece with 4 Point Kevlar Head Harness, Small.

Quantity: 10 UOM: EA Price: $376.88 Total: $3,768.80

Manufacturer: 3M Scott

Supplier Notes: Scott AV3000 HT 201215-27 with Right Bracket required size small

4 Scott AV-3000 HT Facepiece with 4 Point Kevlar Head Harness, Medium.

Quantity: 25 UOM: EA Price: $376.88 Total: $9,422.00

Manufacturer: 3M Scott

Supplier Notes: Scott AV3000 HT 201215-28 with Right Bracket required size Medium

5 Scott AV-3000 HT Facepiece with 4 Point Kevlar Head Harness, Large.

Quantity: 25 UOM: EA Price: $376.88 Total: $9,422.00

Manufacturer: 3M Scott

Supplier Notes: Scott AV3000 HT 201215-29 with Right Bracket required size Large

6.1 TT2 Rescue Pack, Medium Item # 8088144

Quantity: 1 UOM: EA Price: *$158.00* Total: *$158.00*

Manufacturer:

Supplier Notes:

7 RIT Pak III with Rectus connection

Quantity: 1 UOM: EA Price: $3,818.74 Total: $3,818.74

Manufacturer: 3M Scott

Supplier Notes: Scott 200954-12 Rit PaK III 4.5 Rectus, AV3 Rit Mask

8.1 100’ Search / RIT Line

Quantity: 1 UOM: EA Price: *$140.00* Total: *$140.00*

Manufacturer: 3M Scott

Supplier Notes: Rescue Technology PN 52716000 Rope .

9 SEMS II Mesh Gateway with USB Base Station

Quantity: 1 UOM: EA Price: $2,077.86 Total: $2,,077.86

Manufacturer: 3M Scott

Supplier Notes: Scott Gateway 2.0 PN 201088-03

10 OD 50 off set D screw gate NFPA Carabiner Gold.

Quantity: 1 UOM: EA Price: $22.50 Total: $22.50

Manufacturer: 3M Scott

Supplier Notes: Rescue Technology PN 60511750

11 Pak-Tracker Handheld Receiver

Quantity: 1 UOM: EA Price: $1,742.28 Total: $1,742.28

Manufacturer: 3M Scott

Supplier Notes: Scott HHR Pack tracker Handheld PN 200266-04

12 3Mscott Hand Held PAK Tracker PN: 200266-04 X3 Pro

Quantity: 1 UOM: EA Price: $1,742.28 Total: $1,742.28

Manufacturer: 3M Scott

Supplier Notes: Scott HHR Pack tracker Handheld PN 200266-04

13 RFID Cards (Package of ten (10) units)

Quantity: 1 UOM: EA Price: $131.34 Total: $131.34

Manufacturer: 3M Scott

Supplier Notes: Scott RFID Card PN 200774-01

14 PERCENT OFF ALL SAFETY REPLACEMENT PARTS FOR ITEMS NOT LISTED ABOVE

Total: 30%

Supplier Notes:

Quantity: UOM: Price: Total:

16 TRADE IN VALUE OF THE AIR-PAK X-3 Pro

Quantity: 1 UOM: EA per each unit: $500.00 Total: $500.00

Manufacturer: 3M Scott

Supplier Notes: Trade in is determined by minimum of 5 years left on Standard Compliance and condition of Pak.

17 **Service**

18 SCBA Flow Test (annual functional test)

Quantity: 1 UOM: EA Price: $29.40 Total: $29.40

Supplier Notes: $150.00 Setup fee applicable for each day and each location for each Tech providing the Flow test.

19 SCBA Carbon Cylinder Hydrostatic Test (pressurization test)

Quantity: 70 UOM: EA Price: $31.50 Total: $2,205.00

Supplier Notes: $120.00 Service call for each pick up or delivery of cylinders

20 Repair labor

Quantity: 5 UOM: Per hour Price: $75.00 Total: $375.00

Supplier Notes: SCBA Repair Labor $75.00 per hr. Compressor Repair labor $85.00 per hr.

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CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - Exhibit G — 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.**

DIVAL SAFETY EQUIPMENT, INC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5

Signature of vendor doing business with the governmental entity

2/20/26

Date

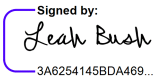
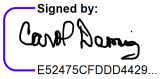
Certificate Of Completion

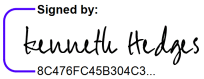
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Source Envelope:
Document Pages: 37
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kayla Clark
901B Texas Street
Denton, TX 76209
kayla.clark@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
5/13/2026 11:25:25 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: 5/13/2026 11:30:28 AM Viewed: 5/13/2026 11:30:37 AM Signed: 5/13/2026 11:30:53 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/13/2026 11:30:55 AM Viewed: 5/13/2026 12:57:10 PM Signed: 5/13/2026 12:58:31 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/13/2026 12:58:33 PM Viewed: 5/14/2026 2:09:28 PM Signed: 5/14/2026 2:44:56 PM
Carol Deming cdeming@divalsafety.com Sales DirectorProfesional Hoyt Breathing Air A division of DiVal Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/14/2026 2:46:35 PM ID: f78f000b-7532-4df6-b0ad-1cec54268c75	Signed by:  E52475CFDDD4429... Signature Adoption: Drawn on Device Using IP Address: 2603:8082:d300:1cc:e959:fc16:7053:ae Signed using mobile	Sent: 5/14/2026 2:44:58 PM Viewed: 5/14/2026 2:46:35 PM Signed: 5/14/2026 2:48:48 PM

Signer Events	Signature	Timestamp
Kenneth Hedges Kenneth.Hedges@cityofdenton.com Fire Chief Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/14/2026 2:54:26 PM ID: 2db75b9f-54d6-4584-b5e6-3d03803016d5	Signed by:  8C476FC45B304C3... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/14/2026 2:48:51 PM Viewed: 5/14/2026 2:54:26 PM Signed: 5/14/2026 2:54:47 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/14/2026 2:54:50 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristi Fogle Kristi.fogle@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/18/2026 8:10:43 AM ID: 3a4e3178-ce4a-47fc-a6ed-409ebaf9033d		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/13/2026 11:30:55 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: 5/14/2026 2:54:49 PM Viewed: 5/18/2026 8:58:18 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

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 CBS Mechanical Services, Inc. dba CMS Mechanical Services, Inc., for plumbing services, including maintenance, repairs, and replacements for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 9034 – awarded to CBS Mechanical Services, Inc. dba CMS Mechanical Services, Inc., 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 $3,334,756.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The City of Denton requires comprehensive and reliable Plumbing Services to ensure the safe and continuous operation of its municipal facilities. This contract provides for the comprehensive maintenance and repair of the City's plumbing infrastructure. The scope covers the entire municipal building portfolio, comprising over 200 facilities totaling approximately 1,500,000 square feet. These services encompass a range of essential functions, including preventive maintenance, emergency repairs, and system installation and replacement. The City's Facilities Management and other departments will engage a qualified commercial plumbing contractor to service critical infrastructure, such as City Halls, Police Stations, Fire Stations, Libraries, Recreation Centers, and Utility Operations buildings, located throughout the Denton municipality.

The urgent and ongoing need for these services is driven by the necessity to maintain public health, safety, and operational continuity. Without functional plumbing systems, the city would risk violating public safety mandates, potentially leading to facility closures and service disruptions during critical periods.

Therefore, securing these services on a year-round basis is an essential, high-priority objective. Regular preventative maintenance minimizes utility costs by ensuring energy efficiency, extending the lifespan of expensive equipment, and dramatically reducing the likelihood of costly emergency breakdowns. By contracting professional Plumbing Services, the City of Denton proactively addresses its regulatory compliance requirements, safeguards its essential infrastructure, and ensures a stable, safe environment for both its employees and the thousands of citizens who rely on accessible public services every day.

Based on the current Capital Improvement Program (CIP), the Facilities Condition Assessment (FCA), and the planned integration of new building assets, we project the contract expenditure as follows:

Estimated Contract Expenses

Category	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	Total
Service, Repairs, PM	$210,000	$216,300	$222,789	$229,473	$236,357	$1,114,919
New Installations	390,000	401,700	413,751	426,164	438,948	2,070,563
Sub Total	**$600,000**	**$618,000**	**$636,540**	**$655,637**	**$675,305**	**$3,185,482**
Contingency						149,274
Total						**$3,334,756**

Request for Proposals was sent to 90 prospective suppliers, including four (4) Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and were advertised in the local newspaper. One (1) proposal was received, and references were checked to ensure the vendor can provide the services requested in the Scope of Work. The proposal was evaluated based upon published criteria, including experience, qualifications, probable performance, cost, and compliance with Scope of Work specifications. Best and Final Offer (BAFO) was requested from the firm. The department is awarding the contract to CBS Mechanical Services, Inc., dba CMS Mechanical Services, Inc.

NIGP Code Used for Solicitation:	934 - (Service Only) - Equipment Maintenance & Repair Services for Laundry, Lawn, Painting, Plumbing, & Spraying Equipment
Notifications sent for Solicitation sent in IonWave:	90
Number of Suppliers that viewed Solicitation in IonWave:	19
HUB-Historically Underutilized Business Invitations sent out:	10
SBE-Small Business Enterprise Invitations sent out:	51
Responses from Solicitation:	1

RECOMMENDATION

Award a contract with CBS Mechanical Services, Inc., dba CMS Mechanical Services, Inc., for plumbing services, including maintenance, repairs, and replacements, for the Facilities Management Department, in a one (1) year term, with the option for four (4) additional one (1) year extensions, for a total of five (5) years not-to-exceed amount of $3,334,756.

PRINCIPAL PLACE OF BUSINESS

CBS Mechanical Services, Inc. dba CMS Mechanical Services, Inc.
Denton, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

These services will be funded through Operating and Capital Fund accounts. Requisition #175482 has been entered into the Purchasing software system for $30,000 under account 880200.6545. The City will pay only for services rendered and is not obliged to pay the full contract amount unless required.

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: David Moore, 940-349-7247.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CBS MECHANICAL SERVICES, INC. DBA CMS MECHANICAL SERVICES, INC., FOR PLUMBING SERVICES, INCLUDING MAINTENANCE, REPAIRS, AND REPLACEMENTS FOR THE FACILITIES MANAGEMENT DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 9034 – AWARDED TO CBS MECHANICAL SERVICES, INC. DBA CMS MECHANICAL SERVICES, INC., 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 $3,334,756.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for plumbing services, including maintenance, repairs, and replacements for the Facilities Management 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
9034	CBS Mechanical Services, Inc. dba CMS Mechanical Services, Inc.	$3,334,756.00

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 _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

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Docusign City Council Transmittal Coversheet

RFP	9034
File Name	PLUMBING SERVICES
Purchasing Contact	Crystal Westbrook
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Initial
LH

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND CBS MECHANICAL SERVICES, INC. dba CMS MECHANICAL SERVICES, INC.
(Contract #9034)

THIS CONTRACT is made and entered into this date _____, by and between **CBS MECHANICAL SERVICES, INC. dba CMS MECHANICAL SERVICES, INC.,** a Texas Corporation, whose address 5000 Energy Place, Building 100, Denton, TX 76207, 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 #9034 Plumbing 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 #9034 (the "Solicitation") **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Payment and Performance Bond Requirements **(Exhibit "D");**
(e) Certificate of Interested Parties Electronic Filing **(Exhibit "E");**
(f) Insurance Requirements **(Exhibit "F");**
(g) Contractor's Proposal ("Contractor's Offer") **(Exhibit "G")**;
(h) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "H")**

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to 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.

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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 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

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and day first above written.

BY:
CONTRACTOR
CBS MECHANICAL SERVICES, INC. dba CMS MECHANICAL SERVICES, INC.

Signed by: Charles Hall
61E598504D4A430...
Authorized Signature

Printed Name: Charles Hall

Title: service manager

Email Adress: charles@cmsmechanicalservices.net

2026- 1450459
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:
_____, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Signed by: Leah Bush
3A6254145BDA469...

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

DocuSigned by: Tom Gramer
7B58DA8FCE5F49C...
SIGNATURE

Director
TITLE

Facilities
DEPARTMENT

Contract 9034

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $3,334,756. Pricing shall be per Exhibit G attached.

2. The Quantities

The quantities indicated on Exhibit G 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.

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

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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.

6. Cooperative Purchasing

It is the intent of the City that any contract resulting from this solicitation be made available for use by other governmental entities, to the maximum extent permitted under applicable federal, state, and local laws, including, but not limited to, the *Texas Government Code Chapter 791*. The Contractor agrees to make the same pricing, terms, and conditions available to any eligible public agency, political subdivision, or governmental entity that elects to purchase under this Contract, provided that such entity issues its own purchase order or agreement referencing the City's contract. Each such participating entity shall be responsible solely for its own obligations, including issuance of purchase orders, receipt of goods or services, and payment of invoices. The City shall not be responsible for the performance or payment of any obligations incurred by such participating entities.

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Exhibit B
City of Denton's RFP #9034 File

On File at the Office of the Purchasing Agent

Docusign Envelope ID: BCA8C8CC-D546-4244-BFFC-AC4936F39D73

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.

F. Contractor must submit invoices no later than thirty (30) calendar days after termination or expiration of the Contract. Any invoices sent after that date will be considered noncompliant and will not be approved for payment.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or

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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 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.

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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 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:

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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.

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,

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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.

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

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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. 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

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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, 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

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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 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

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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 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**

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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. 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-

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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.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances

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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 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.

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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 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

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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 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

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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 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

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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.

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

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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. 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
PAYMENT AND PERFORMANCE BOND REQUIREMENTS

Contractor will be required to, if the project sum, including Owner-accepted alternates and allowances, if any, is greater than $50,000, Payment bonds in 100% of the project sum are mandatory and shall be required to be provided by the Contractor before work is to commence. If the project sum is greater than $100,000, a Payment Bond and Performance Bond in 100% of the project amount is mandatory. The Contractor shall assume all costs in increasing the bond limits if change orders are formally approved. Bonds shall be in accordance with the V.T.C.A Government Code Section 2253.021, as amended, from a surety licensed to do business in the State of Texas. The City, at its option, may waive the payment and performance bond requirements for projects of less than $50,000.

Bond forms are attached and shall be returned upon notice of contract award by the City. Bonds should be forwarded to the City of Denton within fourteen (14) calendar days from contract award. This contract is not fully executed until payment and performance bonds are received and accepted by the City. Upon approval, a purchase order will be issued.

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Exhibit E
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 F

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents,

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Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. <u>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

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$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' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: $100,000.00 Each Accident
Bodily Injury by Disease: $100,000.00 Each Employee
Bodily Injury by Disease: $500,000.00 Policy Limit

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

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 $500,000.00 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.

D. <u>PROFESSIONAL LIABILITY INSURANCE</u>

If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the CONTRACTOR becomes legally obligated to pay as 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.

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E. ENVIRONMENTAL IMPAIRMENT/POLLUTION INSURANCE

Environmental Impairment/Pollution Insurance to include coverage for the handling, receiving, dispensing, removal, storage, testing, transportation, disposal, discharge, dispersal release or escape of any hazardous material into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including ground water, with a minimum combined bodily injury (including death) and property damage limit of $1,000,000 per occurrence.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

Docusign Envelope ID: BCA8C8CC-D546-4244-BFFC-AC4936F39D73

EXHIBIT G

Line #	Description	QTY	UOM	CBS MECHANICAL SERVICES Unit
	Section A: Master Plumber Service Work- Hourly Rates			
2	Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday)	6000	Hourly Rate	$95.00
3	After Regular Working Hours	2000	Hourly Rate	$95.00
4	Emergency Call- Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday)	2000	Hourly Rate	$95.00
5	Emergency Call-After Regular Working Hours	2000	Hourly Rate	$95.00
6	Holidays	1000	Hourly Rate	$95.00
	Section B: Journeyman Plumber Service Work- Hourly Rates			
8	Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday)	4000	Hourly Rate	$95.00
9	After Regular Working Hours	2000	Hourly Rate	$95.00
10	Emergency Call- Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday)	2000	Hourly Rate	$95.00
11	Emergency Call-After Regular Working Hours	2000	Hourly Rate	$95.00
12	Holidays	1000	Hourly Rate	$95.00
	Section C: Apprentice Plumber Service Work- Hourly Rates			
14	Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday)	2000	Hourly Rate	$85.00
15	After Regular Working Hours	1000	Hourly Rate	$85.00
16	Emergency Call- Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday)	1000	Hourly Rate	$85.00
17	Emergency Call-After Regular Working Hours	1000	Hourly Rate	$85.00
18	Holidays	1000	Hourly Rate	$85.00
	Section D: Additional Pricing			
20	CONTRACTOR Material Rates: Material mark-up from wholesale rates (%) with back-up documentation.			30%
21	SUBCONTRACTOR MARKUP- Percentage of mark-up from the subcontractor costs.			30%
22	EQUIPMENT RENTAL MARKUP- Percentage of mark-up for rental vehicles with back-up documentation.			30%
23	Warranty on Parts and Services		Days	365
24	Other disposal fees not accounted for within the scope of work.	1	Per Job	$0.00

Docusign Envelope ID: BCA8C8CC-D546-4244-BFFC-AC4936F39D73

EXHIBIT H

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.**

CBS MECHANICAL SERVICES, INC. dba CMS MECHANICAL SERVICES, 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: Charles Hall 61F598504D4A430...

Signature of vendor doing business with the governmental entity

5/13/2026

Date

Docusign Envelope ID: BCA8C8CC-D546-4244-BFFC-AC4936F39D73

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.

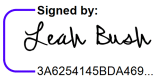
Certificate Of Completion

Envelope Id: BCA8C8CC-D546-4244-BFFC-AC4936F39D73
Status: Sent
Subject: Please DocuSign: City Council Contract 9034 Plumbing Services
Source Envelope:
Document Pages: 37
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
5/5/2026 1:16:43 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: 198.49.140.10	Sent: 5/5/2026 1:25:01 PM Viewed: 5/5/2026 1:25:13 PM Signed: 5/6/2026 3:03:56 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/6/2026 3:04:00 PM Viewed: 5/7/2026 8:56:30 AM Signed: 5/7/2026 8:59:34 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/7/2026 10:10:20 AM ID: b2867009-d0de-4ff9-a750-9587f408c377	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/7/2026 8:59:38 AM Resent: 5/11/2026 9:01:42 AM Resent: 5/11/2026 9:10:08 AM Resent: 5/11/2026 9:10:33 AM Viewed: 5/11/2026 9:47:45 AM Signed: 5/11/2026 2:03:33 PM
Charles Hall charles@cmsmechanicalservices.net service manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/11/2026 3:21:02 PM ID: 04b7ab44-cda9-40a7-b7e3-9160322b57ea	Signed by:  61F598504D4A430... Signature Adoption: Pre-selected Style Using IP Address: 172.108.146.42	Sent: 5/11/2026 2:03:37 PM Resent: 5/11/2026 2:58:32 PM Resent: 5/11/2026 2:58:46 PM Viewed: 5/11/2026 3:21:02 PM Signed: 5/13/2026 4:31:38 PM

Signer Events	Signature	Timestamp
Tom Gramer tom.gramer@cityofdenton.com Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Tom Gramer 7B58DA8FCE5F49C... Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile	Sent: 5/13/2026 4:31:41 PM Viewed: 5/13/2026 4:32:10 PM Signed: 5/13/2026 4:32:21 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/13/2026 4:32:24 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristi Fogle kristi.fogle@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/14/2026 7:55:35 AM ID: f5ab9011-ffb9-4a88-b03a-424b80acf767		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/6/2026 3:04:00 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/13/2026 4:32:24 PM Viewed: 5/14/2026 11:43:29 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		
David Moore david.moore@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/5/2026 1:25:01 PM
Envelope Updated	Security Checked	5/6/2026 9:07:06 AM
Envelope Updated	Security Checked	5/6/2026 9:07:06 AM
Envelope Updated	Security Checked	5/11/2026 9:01:41 AM
Envelope Updated	Security Checked	5/11/2026 9:01:41 AM
Envelope Updated	Security Checked	5/11/2026 9:01:41 AM
Envelope Updated	Security Checked	5/11/2026 9:01:41 AM
Envelope Updated	Security Checked	5/11/2026 2:58:31 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.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

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 Ben E. Keith Company, for the supply of food and concessions at the Water Works Park, Civic Center Pool, and Denton Independent School District Natatorium concession stands for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8943 – awarded to Ben E. Keith Company, for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $1,500,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Strengthen Community and Quality of Life.

INFORMATION/BACKGROUND

Historically, the concession stands at the Water Works Park have been operated by Parks and Recreation Department (PARD) staff since the park opened in 2003. The Civic Center Pool concession stand has been operated by PARD since 2007. The concession stands offer food and refreshments during public swims and special events. A three-year history of concession expenditures is as follows for Water Works Park and the Civic Center Pool (Denton Independent School District (DISD) Natatorium concessions are a new venture):

1. FY22-23 - $114,000.00
2. FY23-24 - $123,000.00
3. FY24-25 – $134,000.00

PARD staff will open the concessions facilities for all operating hours at each individual HBU. Staff based the contract amount on estimates from previous years and accounted for an increase of 10% in sales as attendance numbers are increasing 5,000-10,000 patrons year over year, in anticipation of more patrons after renovation of Water Works Park, and included an 8% increase in costs of supplies each year due to inflation. Contingency was added for expansion and possible new locations.

Year	Amount
FY26	$158,000
FY27	186,440
FY28	220,000
FY29	260,000

FY30	306,800
Contingency	368,760
Total	**$1,500,000**

Contracting out for concession supplies is a common practice in the aquatics industry. It allows the organization to receive the most competitive pricing and the efficiency of on-site delivery. The concession stands at the Water Works Park, the Civic Center Pool, and the DISD Natatorium operate with the goal of achieving at least 100% cost recovery. Data gathered from previous fiscal years confirms that operations at the concession stands have been a profitable venture for the City.

Request for Proposals was sent to 95 prospective suppliers, including eight (8) Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and were advertised in the local newspaper. Three (3) proposals were received, with two (2) meeting specifications. References were checked, and proposals were evaluated based upon published criteria, including price, delivery, compliance with specifications, and probable performance. Based upon this evaluation, Ben E. Keith Company was ranked the highest and determined to be the best value for the City.

NIGP Code Used for Solicitation:	385 – Foods, Frozen & 390 – Foods, Perishable
Notifications sent for Solicitation sent in IonWave:	95
Number of Suppliers that viewed Solicitation in IonWave:	43
HUB-Historically Underutilized Business Invitations sent out:	21
SBE-Small Business Enterprise Invitations sent out:	43
Responses from Solicitation:	3
Responses Meeting Specifications:	2

RECOMMENDATION

Award a contract with Ben E. Keith Company, for the supply of food and concessions at the Water Works Park, Civic Center Pool, and Denton Independent School District Natatorium concession stands for the Parks and Recreation Department, in a for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $1,500,000.

PRINCIPAL PLACE OF BUSINESS

Ben E. Keith Company
Fort Worth, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial three (3) year contract with options to extend for two (2) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

These food and concession items will be funded from the following accounts, with the estimated annual expenditure included in the adopted budget.

Account Name	Account Number	Amount Budgeted in Account
Natatorium Miscellaneous	207001.6390	$7,200
Water Works Park Miscellaneous	207002.6390	$111,000.00

Civic Center Pool Miscellaneous	401160.6390	$14,000.00
Natatorium Building/Equipment	207001.6512	$4,000.00
Water Works Park Building/Equipment	207002.6512	$17,800.00
Civic Center Pool Building/Equipment	401160.6512	$4,000.00

Requisitions will be entered on an as-needed basis. The remainder will be budgeted in future fiscal years to align with the contract terms and expenditure. These products and services will be utilized on an as-needed basis. The City will only pay for items purchased and is not obliged 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: Ryan Comfort, 940-349-8802.

Legal point of contact: Leah Bush at 940-349-8333.

Exhibit 2

RFP 8943 - Pricing Evaluation for Supply of Concessions

	Respondent's Business Name:	**Ben E Keith Company**	Dream Ranch Supply
	Principal Place of Business (City and State):	**Fort Worth, TX**	Krum, TX
Item #	**Scoring Criteria**	**Score**	**Score**
1	Ability to provide listed products/materials - 30%	**30.00**	11.00
2	Probable Performance - 20%	**20.00**	7.33
3	Price, Total Cost of Ownership - 50%	**50.00**	28.59
	Total Score:	**100.00**	46.92

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BEN E. KEITH COMPANY, FOR THE SUPPLY OF FOOD AND CONCESSIONS AT THE WATER WORKS PARK, CIVIC CENTER POOL, AND DENTON INDEPENDENT SCHOOL DISTRICT NATATORIUM CONCESSION STANDS FOR THE PARKS AND RECREATION DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8943 – AWARDED TO BEN E. KEITH COMPANY, FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $1,500,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the supply of food and concessions at the Water Works Park, Civic Center Pool, and Denton Independent School District Natatorium concession stands for the Parks and Recreation 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
8943	Ben E. Keith Company	$1,500,000.00

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 _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villareal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

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Docusign City Council Transmittal Coversheet

RFP	8943
File Name	Supply of Concessions
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Initial
LH

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CONTRACT BY AND BETWEEN CITY OF DENTON, TEXAS AND BEN E KEITH COMPANY (Contract #8943)

THIS CONTRACT is made and entered into this date _____, by and between Ben E. Keith Company a Texas corporation, whose address 7560 Will Rogers Blvd, Fort Worth, TX 76140, 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# Supply of Food and Concession Stand, 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 8943 (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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BY:
CONTRACTOR
BEN E KEITH COMPANY
Signed by:
Jereme Stone
DB00394284A74EB...
Authorized Signature

Printed Name: Jereme Stone

Title: DSM

Email Adress: jjstone@benekeith.com

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Signed by: Leah Bush 3A6254145BDA469...

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

Signed by:
Allison Wing
75387A6F0F1B4E3...
SIGNATURE

Interim Director
TITLE

Parks and Recreation
DEPARTMENT

Contract 8943

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $1,500,000. 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 three (3) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) 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. 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.

5. Cooperative Purchasing

It is the intent of the City that any contract resulting from this solicitation be made available for use by other governmental entities, to the maximum extent permitted under applicable federal, state, and local laws, including, but not limited to, the *Texas Government Code Chapter 791*. The Contractor agrees to make the same pricing, terms, and conditions available to any eligible public agency, political subdivision, or governmental entity that elects to purchase under this Contract, provided that such entity issues its own purchase order or agreement referencing the City's

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contract. Each such participating entity shall be responsible solely for its own obligations, including issuance of purchase orders, receipt of goods or services, and payment of invoices. The City shall not be responsible for the performance or payment of any obligations incurred by such participating entities.

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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 City actually receives and accepts the deliverables.

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.

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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

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.

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B. **Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.
F. Contractor must submit invoices no later than thirty (30) calendar days after termination or expiration of the Contract. Any invoices sent after that date will be considered noncompliant and will not be approved for payment.

13. **PAYMENT**:
A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.
B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.
D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;
iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with purchase order number, all

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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 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

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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 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

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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.

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

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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 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

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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.

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.

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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, 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**:

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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 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.

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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 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.

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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 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

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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 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

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identified.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's 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.

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48. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an 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

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or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of 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

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construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
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.

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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.

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

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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.

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

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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 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

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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/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
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: 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

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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' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: $100,000.00 Each Accident
Bodily Injury by Disease: $100,000.00 Each Employee
Bodily Injury by Disease: $500,000.00 Policy Limit

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

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 $500,000.00 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.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent

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with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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EXHIBIT F

Price will be determined at date of order placed based on the posted price on vendors platform, Entrée, plus an additional not to exceed markup rate of 12%.

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.**

Ben. E Keith 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:**

Jeremy Stone
DB00394284A74EB...
Signature of vendor doing business with the governmental entity

5/27/2026
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.

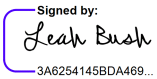
Certificate Of Completion

Envelope Id: 33581624-5993-8384-83B0-58725D1083A0
Status: Sent
Subject: Please DocuSign: City Council Contract 8943 Supply of Concessions
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:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
5/26/2026 8:52:03 AM
Holder: Erica Garcia
erica.garcia@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 5/26/2026 9:01:15 AM Viewed: 5/26/2026 9:01:23 AM Signed: 5/26/2026 9:02:07 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/26/2026 9:02:08 AM Viewed: 5/26/2026 9:32:14 AM Signed: 5/26/2026 9:37:13 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 5/26/2026 9:37:16 AM Viewed: 5/26/2026 11:09:30 AM Signed: 5/26/2026 1:42:07 PM
Jereme Stone jjstone@benekeith.com DSM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/27/2026 10:33:49 AM ID: 2cc5536d-b063-436f-8d8a-2ec59f73d20a	 Signature Adoption: Pre-selected Style Using IP Address: 104.10.97.74	Sent: 5/26/2026 1:42:10 PM Resent: 5/27/2026 10:06:44 AM Viewed: 5/27/2026 10:33:49 AM Signed: 5/27/2026 10:36:33 AM

Signer Events	Signature	Timestamp
Allison Wing Allison.Wing@cityofdenton.com Interim Director Parks and Recreation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/27/2026 11:17:45 AM ID: 40bd7388-7104-4f00-b468-b6a10c40ea27	Signed by:  75387A6F0F1B4F3... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/27/2026 10:36:35 AM Viewed: 5/27/2026 11:17:45 AM Signed: 5/27/2026 11:18:38 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/27/2026 11:18:41 AM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristi Fogle kristi.fogle@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/26/2026 3:01:12 PM ID: fd94a30a-893a-4af7-8417-5cc017610cfd		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/26/2026 9:02:08 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: 5/27/2026 11:18:41 AM Viewed: 5/27/2026 4:10:06 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/26/2026 9:01:15 AM
Envelope Updated	Security Checked	5/26/2026 9:06:27 AM
Envelope Updated	Security Checked	5/26/2026 9:06:27 AM
Envelope Updated	Security Checked	5/26/2026 9:06:27 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.

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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.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Police**

CM/ DCM/ ACM: **Cassey Ogden, Interim City Manager**

DATE: **June 16, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the Interim City Manager to execute an Interlocal Cooperation Contract in the form of a Memorandum of Understanding (MOU) between the City of Denton and the Denton Independent School District (DISD), for reimbursement to the City in the estimated amount of $511,111 for compensation and benefits of six Student Resource Officers (SROS) assigned at DISD for the initial period of July 1, 2026, through June 30, 2027; automatically renewing the MOU for the periods of July 1, 2027, through June 30, 2028, and July 1, 2028, through June 30, 2029; authorizing the Superintendent of DISD and the Interim City Manager (or their successor) to amend the MOU without DISD Board of Trustee or City Council approval to reflect future changes in the amount of reimbursement from DISD to the City only if the increase is not greater than ten (10) percent from the preceding school year's reimbursement; and providing an effective date.

BACKGROUND

The Student Resource Officer (SRO) Program is a cooperative partnership between the City of Denton and DISD which assigns police officers to designated middle and high schools within city limits. Student Resources Officers work their assigned campus on a full-time basis with the purpose of providing a "student centric" approach towards building a positive relationship between police officers and students.

The current MOU outlines the mission, goals and financial aspects of the SRO program. The current MOU expires on June 30, 2026, and provides for six (6) SROs at DISD middle and high schools, The City receives a reimbursement at the rate of fifty (50) percent for those six (6) SROs assigned to a campus during the academic year. While a DPD Sergeant is no longer assigned to the SRO Program, the SROs will report to a DPD Sergeant. The amount reimbursed by DISD to the City for the six (6) SROs for the 2026-2027 school year is $511,111.

SROs supplement DISDs School Security Officers. DISD retains supervision of its School Security Officers. However, pursuant to the Interlocal Cooperation Contract between the City and DISD regarding Texas Educatiodeems0814 (Armed Security Officer Required) - Ordinance No. 25-1133 effective August 5, 2025, if a law enforcement response for a criminal matter is required, such as an active shooter, and should DPD respond, DPD shall be in charge of the law enforcement response and

DISD School Security Officers shall obey any instructions given to them by DPD unless a reasonable officer would deem that order illegal or unethical.

Approval of this successor MOU requires approval by the DISD Board of Trustees and the City Council. The DISD Board of Trustees approved this MOU on June 9, 2026, and will automatically renew for the periods of July 1, 2027, through June 30, 2028, and July 1, 2028, through June 30, 2029. The MOU allows the Superintendent of DISD and the Interim City Manager (or their successor) to amend the MOU without DISD Board of Trustee or City Council approval to reflect future changes in the amount of reimbursement from DISD to the City only if the increase is not greater than ten (10) percent from the preceding school year's reimbursement.

RECOMMENDATION

Staff recommends Council approve the Interlocal Cooperation Contract for the SRO Program with DISD, in the form of the 2026-2027 Memorandum of Understanding.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On January 14, 2025, Council approved Ordinance 24-2598, which provided for reimbursement to the City in the estimated amount of $309,703 for compensation and benefits of nine Student Resource Officers (SROs) assigned at DISD for the period of February 3, 2025 through June 30, 2025, replacing the MOU with DISD for SROs that was effective on July 1, 2024, and; Reassigning the Police Lieutenant that was assigned to the SRO Program back to the Police Department.

On August 5, 2025, City Council approved Ordinance 25-1133, which provided for reimbursement to the City in the estimated amount of $508,392 for compensation and benefits of six Student Resource Officers (SROs) assigned at DISD for the period of July 1, 2025 through June 30, 2026, replacing the MOU with DISD for SROs that was effective on January 14, 2025, and; reduced the number of SROs on these DISD campuses from nine (9) to six (6). In addition, the DPD Sergeant will no longer be assigned to the SRO Program but the SROs will report to a DPD Sergeant.

FISCAL INFORMATION

Denton Independent School District
2026-2027 academic year total estimate $511,111
General Fund Revenue – 1000.4632

EXHIBITS

Exhibit 1: AIS – SRO Program 2026-2027
Exhibit 2: Ordinance & MOU – SRO Program 2026-2027

Respectfully submitted:
Tony Salas
Interim Chief of Police

Prepared by:
Karisa Richards
Senior Executive Assistant

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION CONTRACT IN THE FORM OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF DENTON AND THE DENTON INDEPENDENT SCHOOL DISTRICT (DISD), FOR REIMBURSEMENT TO THE CITY IN THE ESTIMATED AMOUNT OF $511,111 FOR COMPENSATION AND BENEFITS OF SIX STUDENT RESOURCE OFFICERS (SROs) ASSIGNED AT DISD FOR THE INITIAL PERIOD OF JULY 1, 2026, THROUGH JUNE 30, 2027; AUTOMATICALLY RENEWING THE MOU FOR THE PERIODS OF JULY 1, 2027, THROUGH JUNE 30, 2028, AND JULY 1, 2028, THROUGH JUNE 30, 2029; AUTHORIZING THE SUPERINTENDENT OF DISD AND THE INTERIM CITY MANAGER (OR THEIR SUCCESSOR) TO AMEND THE MOU WITHOUT DISD BOARD OF TRUSTEE OR CITY COUNCIL APPROVAL TO REFLECT FUTURE CHANGES IN THE AMOUNT OF REIMBURSEMENT FROM DISD TO THE CITY ONLY IF THE INCREASE IS NOT GREATER THAN TEN (10) PERCENT FROM THE PRECEDING SCHOOL YEAR'S REIMBURSEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City") and the Denton Independent School District ("DISD") desire to enter into a contract to provide Student Resource Officers (SRO); and

WHEREAS, the mission of the SRO Program is the reduction and prevention of school related crime committed by juveniles and young adults, while providing safety and security for the students, faculty and staff; and

WHEREAS, on August 5, 2025, the City Council approved Ordinance No. 25-1133, an Interlocal Cooperation Contract in the form of a Memorandum of Understanding (hereafter referred to as the "2025 MOU"), providing that DISD agreed to reimburse the City for the annual salary and fringe benefits of six (6) Student Resource Officers at a rate of fifty (50) percent, effective July 1, 2025, through June 30, 2026, and the DPD Sergeant assigned to the SRO Program would no longer perform that function for DISD; and

WHEREAS, the SROs will supplement DISDs armed School Security Officers pursuant to the Interlocal Cooperation Contract between the City and DISD regarding Texas Education Code 37.0814 (Armed Security Officer Required) - Ordinance No. 25-1133 - effective August 5, 2025; and

WHEREAS, representatives of the City and DISD have agreed to the MOU (hereafter referred to as the "2026-2027 MOU"), attached hereto as Exhibit "A," effective July 1, 2026, through June 30, 2027; and

WHEREAS, representatives of the City and DISD have agreed that the 2026-2027 MOU will automatically renew without the need for the approval of the DISD Board of Trustees or the City Council for the periods of July 1, 2027, through June 30, 2028, and July 1, 2028, through June 30, 2029; and

WHEREAS, representatives of the City and DISD have agreed that the Superintendent of DISD and the City Manager (or their successor) may, through a Memornadum of Understanding, without the need for further action by the DISD Board of Trustees or City Council, amend the 2026-2027 MOU to reflect changes in the amount of reimbursement to the City from DISD for the periods of July 1, 2027, through June 30, 2028, and July 1, 2028, through June 30, 2029, only if the increase is not greater than ten (10) percent from the preceding school year's reimbursement; and

WHEREAS, the MOU was approved by the DISD Board of Trustees on June 9, 2026; and

WHEREAS, the City and DISD agree to and by the execution hereof are bound to the mutual obligations outlined in the 2026-2027 MOU attached hereto as Exhibit "A" and made a part hereof by reference; and

WHEREAS, the City Council of the City of Denton hereby finds that the Interlocal Cooperation Contract, in the form of the 2026-2027 MOU between the City and DISD, serves a municipal and public purpose, is in the public interest, and a benefit to the citizens of the City of Denton;

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: That the Interim City Manager, or their designee, is hereby authorized to execute the Interlocal Cooperation Contract, in the form of the 2026-2027 MOU with the DISD, which is attached hereto as Exhibit "A" and made a part hereof for all purposes, to carry out the duties and responsibilities of the City under that MOU.

SECTION 3: That all prior actions taken by the City in furtherance of the 2026-2027 MOU are hereby ratified.

SECTION 4: This Ordinance shall become effective immediately upon its passage and approval by the City Council, with the 2026-2027 MOU effective July 1, 2026, and shall automatically renew for the periods of July 1, 2027, through June 30, 2028, and July 1, 2028, through June 30, 2029 as provided for in the MOU.

The motion to approve this Ordinance was made by _____ and seconded by _____; this Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____

Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING
(MOU)

This Memorandum of Understanding (MOU) is between Denton Independent School District (hereinafter "DISD") and the City of Denton, a Texas home rule municipal corporation (hereinafter "City").

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating entities listed above. This MOU constitutes an Interlocal Cooperation Contract pursuant to Chapter 791 of the Texas Local Government Code, to assist the Parties with performing their governmental functions. Any costs associated from this MOU shall be made from current revenues then available to each Party.

I. Purpose

This MOU establishes and delineates the mission of the Student Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort, whereby the City hereby wishes to provide one or more Student Resource Officers for the SRO Program, who will supplement DISD's School Security Officers, and DISD wishes to share the costs of the City's providing Student Resource Officers. Additionally, the MOU formalizes relationships between the participating entities to provide a "student centric" approach towards building a positive relationship between police officers and students.

II. Mission

The mission of the SRO program is to create and maintain a safe, secure, and orderly learning environment for students, school officials, teachers, and staff. The SROs will establish trusted communication between DISD School Security Officers, students, parents, teachers, and school officials. SROs will serve as positive role models to instill good moral standards, judgment and discretion, respect for others, and a sincere concern for the school community. SROs will promote awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations, as well as consequences for violating the law. SROs will serve as a resource for students, school officials, and parents and will provide information on available community resources. The following goals are established to accomplish this mission.

III. SRO Program Goals

The following goals are established to accomplish the mission of the SRO Program:

1) Promote a safe environment for students, faculty, and staff.
2) Reduce criminal offenses committed by juveniles or young adults by utilizing both proactive and reactive law enforcement measures.
3) Establish a positive approach with students, faculty, administrative staff, and parents.
4) Work cooperatively with DISD School Security Officers.

IV. Organizational Structure

A. Composition

The SRO program will consist of full-time Denton Police Department (DPD) personnel who are certified peace officers for the State of Texas and meet all requirements as set forth by DPD General Orders. SROs will be assigned to the following schools:

- Denton High School
- Ryan High School
- Guyer High School
- Calhoun Middle School
- Strickland Middle School
- McMath Middle School

B. Operational Procedures

The daily operation and administrative control of the SRO Program is the responsibility of DPD. Responsibility for the conduct of SROs, both personally and professionally, remains with the DPD. D P D shall retain supervision of SROs to oversee the SRO Program. DISD shall retain supervision of its School Safety Officers. **HOWEVER,** pursuant to the Interlocal Cooperation Contract between the City and DISD regarding Texas Education Code 37.0814 (Armed Security Officer Required) - Ordinance No. 25-1133 - effective August 5, 2025, if a law enforcement response for a criminal matter is required, such as an active shooter, and should DPD respond, DPD shall be in charge of the law enforcement response and DISD School Security Officers shall obey any instructions given to them by DPD unless a reasonable officer would deem that order illegal or unethical.

C. SRO Duties

SROs, first and foremost, are Law Enforcement Officers. SROs are responsible for carrying out all duties and responsibilities of a police officer and shall at all times, through the chain of command, remain under the exclusive control of DPD. SROs are enforcement officers in regard to CRIMINAL matters only. SROs shall not enforce any "school or house rule," as they are not school disciplinarians and should not assume this role. SROs will not become involved in administrative matters of the DISD which are not criminal matters. SROs are to be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the DISD. SROs may be called upon to teach a variety of law enforcement related subjects to students, school staff, and officials. Teaching is not only a formal opportunity to educate the campus population, but also another method to build rapport with students, school staff, and officials.

DPD SROs responsibilities will include, but not limited to:

1) Enforcing criminal law and protecting the students, staff, and public at large against criminal activity, and taking enforcement action on criminal matters when appropriate;

2) Taking initial reports of crimes committed on campus and, if practical, investigating these crimes according to the case clearance criteria of DPD;

3) Providing information concerning law enforcement topics to students, school officials and staff;

4) Providing mentoring/coaching on a limited basis, to students, school officials, and staff;

5) As time allows, presenting information in the classroom on a variety of topics including, but not limited to, narcotics, personal safety, criminal law, leadership and life skills; and

6) Assisting staff with unusual or temporary problems related to law enforcement matters which may require SROs on occasion to be assigned to monitor halls, buses, lunchroom, etc. on the school campus, but at no time will an SRO be regularly assigned to monitor such areas.

V. School District Responsibilities

DISD shall provide the SRO of each campus with the following facilities and materials deemed necessary to the performance of the SRO's duties:

1) An air conditioned and properly lighted, private office, which may be used for general business purposes, located as close as possible to the main entrance of the school

2) A desk with drawers, chair, and a locking filing cabinet

3) A computer and printer

A. Reimbursement

Effective July 1, 2026, through June 30, 2027, DISD agrees to reimburse the City of Denton for the annual salary and fringe benefits at a rate of fifty (50) percent for six (6) SROs. Reimbursement of the SRO's annual salary is inclusive of any overtime, longevity pay, assignment pay, certification pay, holiday pay, and any other pay each assigned SRO may be eligible to receive under the Meet and Confer Agreement between the City of Denton and the Denton Police Officers Association and/or under Chapter 143 of the Texas Local Government Code for SROs assigned to the following campuses:

- Denton High School
- Ryan High School
- Guyer High School
- Calhoun Middle School
- Strickland Middle School
- McMath Middle School

The amount of reimbursement set forth in Section V Paragraph A of this Memorandum of Understanding shall, effective the date of the execution hereof, be as set forth in Attachment A hereto and made a part of this MOU by reference, subject to increase or decrease for subsequent school years as provided for by Section VIII. The amount of such reimbursement shall thereafter be adjusted not less frequently than annually in accordance with the setting of annual salary and benefits for the SROs by the Denton City Council.

VI. Denton Police Department Responsibilities

DPD will endeavor to have SROs available for duty at their assigned school each day that school is in session during the regular school year. There is no requirement for DPD to furnish substitute officers on days when the assigned SRO is absent.

DPD agrees to invoice DISD quarterly for all monies owed as a result of this MOU, and to submit appropriate payroll documentation with the invoice. All invoices will be due immediately and should be paid within thirty (30) days of receipt by DISD.

VII. Termination

This MOU may be terminated by either party upon thirty (30) days' written notice in writing to the other party at the addresses provided below. Further, this MOU will automatically renew ~~terminate~~ in accordance with provision VIII, Timeframe, below. DISD shall be responsible for its respective share of the SROs ongoing costs incurred as of the termination date of this MOU.

VIII. Timeframe

It is the intent, understanding, and agreement of the Parties that the initial term of this MOU will commence on July 1, 2026, and will terminate June 30, 2027, at the end of the 2026-2027 school year.

Furthermore, it is the intent, understanding, and agreement of the Parties that this MOU shall automatically renew as follows without the need for further action by the DISD Board of Trustees or City Council:

- Commencing on July 1, 2027, and will terminate June 30, 2028, at the end of the 2027-2028 school year.
- Commencing on July 1, 2028, and will terminate June 30, 2029, at the end of the 2028-2029 school year.

It is the Parties' intent, understanding, and agreement, that the amount of reimbursement due from DISD to the City under Section V, Paragraph A, may change for the 2027-2028 and/or 2028-2029 school year. Should that occur, the Parties agree that the Superintendent of DISD and the City Manager may utilize a Memorandum of Understanding to accept that change without obtaining approval by the DISD Board of Trustees or the City Council only if the increase is not greater than ten (10) percent from the preceding school year's reimbursement. Except for a change in the reimbursement amount under Section V, Paragraph A, no other changes or amendments by the Superintendent or the City Manager to this MOU are allowed without the approval of the DISD Board of Trustees or the City Council.

Agreed to in cooperation with the City of Denton Police Department and the Denton Independent School District.

AUTHORIZED SIGNATURES:

_____ _____

Cassey Ogden Date
Interim City Manager
City of Denton
215 E McKinney St
Denton, TX 76201

_____ _____

Dr. Susannah Holbert O'Bara Date
Superintendent of Schools
Denton Independent School District
1307 N. Locust
Denton, TX 76201

ATTEST:
Kristi Fogle, Interim City Secretary
City of Denton

By: _____

APPROVED AS TO FORM: Mack Reinwand, City Attorney City of Denton



By: _____

Attachment A

FY 2026-2027
Estimated DISD Quarterly Billing Plan

2026		2027		Total
FIRST QUARTER (Jul, Aug, Sep)	**SECOND QUARTER** (Oct, Nov, Dec)	**THIRD QUARTER*** (Jan, Feb, Mar)	**FOURTH QUARTER** (Apr, May Jun)	
$117,470	$135,019	$120,300	$138,321	$511,111

Note: FY 2026- 2027 estimate includes 50% reimbursement of salary/benefits for six (6) SROs located at DISD High Schools and Middle Schools.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **City Attorney's Office**

CM/ DCM/ ACM: **Mack Reinwand, City Attorney**

AGENDA DATE: **June 16, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton approving a Settlement Agreement and Release implementing the terms of the settlement in litigation styled *"In Re: Seis Peliculas, LLC Roddrick Newhouse vs. City of Denton, Texas"* Cause No. 24-41979-elm-7 pending in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division; and directing the City Manager or designee and the City's attorneys to effectuate as necessary and appropriate the terms of a Settlement Agreement and Release to effectuate this approval; and declaring an effective date.

BACKGROUND

On 5/13/26, an adversarial complaint was filed in the United States Bankruptcy Court Northern District of Texas against the City of Denton because prior to filing bankruptcy on 6/7/24, the Debtor operated an Alamo Drafthouse movie theater and made routine utility payments to the City. Payment in the amount of $12,101.64 was auto-drafted in the form of an e-check from the Debtor's account on 6/7/24 but was not honored by the bank until after bankruptcy was filed.

OPTIONS

Given the City's liability exposure, the costs to defend the matter, and Plaintiff's damages, I recommend that we settle this matter for $10,500. Settlement of this matter is within previously delegated settlement authority, and the option is to formally ratify and approve the settlement.

RECOMMENDATION

Proceed with formal approval.

EXHIBITS

Exhibit 1 – AIS
Exhibit 2 – Ordinance and Settlement Agreement and Release

Respectfully submitted:

/s/ Devin Q. Alexander
Senior Deputy City Attorney

Legal Staff Contact:
Devin Alexander

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING A SETTLEMENT AGREEMENT AND RELEASE IMPLEMENTING THE TERMS OF THE SETTLEMENT IN LITIGATION STYLED *"IN RE: SEIS PELICULAS, LLC RODDRICK NEWHOUSE VS. CITY OF DENTON, TEXAS"* CAUSE NO. 24-41979-ELM-7 PENDING IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS, FORT WORTH DIVISION; AND DIRECTING THE CITY MANAGER OR DESIGNEE AND THE CITY'S ATTORNEYS TO EFFECTUATE AS NECESSARY AND APPROPRIATE THE TERMS OF A SETTLEMENT AGREEMENT AND RELEASE TO EFFECTUATE THIS APPROVAL; AND DECLARING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council hereby ratifies and approves the proposed settlement of litigation styled "*In Re: Seis Peliculas, LLC Roddrick Newhouse vs. City of Denton, Texas"* Cause No. 24-41979-elm-7 pending in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division, under terms set forth in the attached Settlement Agreement and Release.

SECTION 2. The City Manager or designee 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:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Devin Q. Alexander _____

EXHIBIT "A"

Settlement Agreement and Release

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (the "Settlement Agreement") dated as of June 4, 2026 by and between The City of Denton, Texas ("Denton") and Roddrick Newhouse (the "Trustee"), the duly appointed Chapter 7 Trustee for the Estate (the "Estate") of Seis Peliculas, LLC (the "Debtor"). Denton and the Trustee are sometimes referred to individually as a "Party" and collectively as the "Parties." This Settlement Agreement is subject to Bankruptcy Court approval through the Federal Rule of Bankruptcy Procedure 9019 process and is not effective until that approval is obtained.

WHEREAS, on June 6, 2024 (the "Petition Date"), the Debtor filed a voluntary petition under Chapter 7 of title 11 of the United States Code (the "Bankruptcy Code"), commencing the Chapter 7 bankruptcy matter styled *In re Seis Peliculas, LLC*, Case No. 24-41979-elm-7 (the "Bankruptcy Case") in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "Bankruptcy Court") thereby creating the Estate;

WHEREAS the Debtor transferred to Denton $12,101.64 on June 7, 2024 (the "Transfer") in exchange for certain utilities offered by Denton utilized by the Debtor;

WHEREAS the Trustee filed his *Original Complaint* against Denton seeking recovery of the Transfer pursuant to section 549 and 550 of the Bankruptcy Code, thereby initiating Adversary Proceeding Number 26-04053 pending before the United States Bankruptcy Court for the Northern District of Texas (the "Adversary Proceeding");

WHEREAS Denton disputes liability for the Transfer and maintains that it has applicable affirmative defenses to the recovery of the Transfer;

WHEREAS the Parties desire to settle the Transfer on the terms set forth herein solely for the purpose of avoiding the burden, expense, risk, and uncertainty inherent in litigation;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Court Approval: Within five (5) business days after Denton executes the Settlement Agreement, the Parties shall cause their respective counsel to file a Motion under Federal Rule of Bankruptcy Procedure 9019 (the "9019 Motion") for entry of an order approving the Settlement Agreement and dismissing the Lawsuit. Counsel for the Trustee shall draft the 9019 Motion subject to comment and approval by Counsel for Denton.

2. Payment: Within fourteen (14) days of entry of an order of the Bankruptcy Court approving the Settlement Agreement, Denton shall pay $10,500 (the "Settlement Amount") to the Trustee.

3. Releases:

a. Release of Denton: Immediately upon the Effective Date, except for claims for breach of this Settlement Agreement and without need for further document or order, the Trustee, for himself, the Debtor, and the Estate, hereby releases and discharges Denton and each of its respective agents, attorneys, partners, employees, predecessors, successors, assigns, and insurers (hereinafter collectively, the "Denton Releasees") of and from any and all actions, causes of action, claims, counterclaims, debts, demands, obligations, liabilities, liens, losses, and damages of any kind or character whatsoever, whether at law or equity or otherwise, whether known or unknown, contingent, suspected or unsuspected, asserted or unasserted, which they ever had, now have, or may have had against the Denton Releasees.

b. Release of the Trustee: Immediately upon the Effective Date, except for claims for breach of this Settlement Agreement and without need for further document or order, Denton, for itself and on behalf of their partners, managers, members, owners, agents, predecessors, successors, and attorneys, hereby release and discharge the Trustee and his attorneys, employees, and agents, both personally and in their capacity on behalf of the Estate and the Debtor (the "Trustee Releasees") of and from any and all actions, causes of action, claims, counterclaims, debts, demands, obligations, liabilities, liens, losses, and damages of any kind or character whatsoever, whether at law or equity or otherwise, whether known or unknown, contingent, suspected or unsuspected, asserted or unasserted, which they ever had, now have, or may have had against the Trustee Releasees.

4. Attorneys' Fees. Each Party shall bear its own attorney's fees and costs incurred in the Lawsuit and through the execution of the Settlement Agreement.

5. Dismissal of Adversary Proceeding. Within five (5) business days of receipt of the Settlement Amount, the Trustee shall file a notice of dismissal with prejudice thereby dismissing the Adversary Proceeding and the claims brought therein against Denton with prejudice.

6. Governing Law. This Settlement Agreement shall be governed by the laws of the State of Texas without regard for its conflict of laws principles and federal law where applicable.

7. Jurisdiction and Venue. Should any dispute arise under this Settlement Agreement, the Parties agree that the exclusive jurisdiction and venue for such disputes shall be the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division or any other court in the Northern District of Texas.

8. Effective Date: The Effective Date of the Settlement Agreement shall be the same as the date of entry of an order of the Bankruptcy Court approving this Settlement Agreement.

9. No Admission. This Settlement Agreement is a compromise of disputed claims. Nothing contained in the Settlement Agreement shall be interpreted or construed to be an admission on the part of, or to the prejudice of, Denton or the Trustee.

10. Non-Admissibility. Pursuant to Federal Rule of Evidence 408, this Settlement Agreement and any related documents filed or created in connection with it shall be inadmissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Settlement Agreement.

11. Entire Agreement. This Settlement Agreement constitutes the entire agreement between the Parties with respect to subject of the Settlement Agreement and shall supersede any prior understandings with respect to this settlement, whether written or oral. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Settlement Agreement.

12. No Construction Against Drafter. This Settlement Agreement shall be deemed to have been drafted jointly by the Parties and, in construing and interpreting this Settlement Agreement, no provision of this Settlement Agreement shall be construed or interpreted against any Party because such provision, or this Settlement Agreement as a whole, was purportedly prepared or requested by such Party.

13. No Waiver. No failure to exercise and no delay in exercising any right, power or remedy under this Settlement Agreement shall impair any right, power or remedy which any Party may have, nor shall any such delay or failure be construed to be a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under this Settlement Agreement, nor shall any waiver of any breach or default of any Party be deemed a waiver of any default or breach subsequently arising.

14. Headings. The headings set forth in this Settlement Agreement are for purposes of convenience only and shall not be construed as affecting the meaning or interpretation of the text of this Settlement Agreement.

15. Counterparts. This Settlement Agreement may be signed in counterparts, and the separate signature pages executed by the Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. Facsimile or electronically transmitted signatures are effective as originals.

16. Authority to Enter into the Settlement Agreement. Each Party represents and warrants that he/she has the right and authority to execute this Settlement Agreement.

17. Consultation with Counsel. Each of the Parties represents and warrants that he/she has had the opportunity to consult and receive advice from independent legal counsel, and he/she has carefully read and fully understands all of the provisions of this Settlement Agreement.

18. No Oral Modifications. This Settlement Agreement may not be amended, modified, altered, waived, or otherwise changed in any manner except by a writing signed by the Parties.

19. Severability of Provisions. Should any provision of this Settlement Agreement be declared or determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

20. Binding Effect and Benefit. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective parents, subsidiaries, members, affiliates, related entities, partners, successors, and assigns.

21. Further Assurances: Each Party agrees to execute or cause their respective counsel to execute, such further and additional documents, instruments, and writings as may be necessary, proper, required, desirable, or convenient for the purpose of fully effectuating the terms and provisions of this Settlement Agreement.

[SIGNATURES ON NEXT PAGE]

TRUSTEE SIGNATURE:

_____ Date of Signature: _____
Roddrick Newhouse, Trustee

BEFORE ME, the undersigned authority, on this day personally appeared Roddrick Newhouse 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 _____ DAY OF JUNE 2026.

_____
Notary Public – State of Texas

CITY OF DENTON, TEXAS
SIGNATURE:

_____ Date of Signature: _____
CASSEY OGDEN, INTERIM CITY MANAGER
On behalf of the City of Denton, Texas
Per delegated authority

BEFORE ME, the undersigned authority, on this day personally appeared Cassey Ogden, 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 JUNE, 2026.

_____
Notary Public – State of Texas

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

BY: Devin Q. Alexander
Devin Q. Alexander

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Christine Taylor

DATE: June 16, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton approving and authorizing the execution of a City Council Contingency fund donation agreement between the City of Denton and University of North Texas (UNT) Foundation in support of the UNT African Ensemble ($800), a nonprofit organization located within the City of Denton and designated for donation by the mayor; amending and replacing the agreement previously authorized in, and attached as Exhibit A to, ordinance 26-0539; providing a severability clause; and providing an effective date. The Community Partnership Committee recommends the donation (2-0).

BACKGROUND

Council Contingency Fund support provides the mayor and each council member with $1,700 to donate to eligible nonprofit organizations within the City of Denton. On November 1, 2022, Council approved Resolution 22-2272, requiring each council member's request to be reviewed by the Community Partnership Committee and provide a recommendation to Council. Organizations must meet the criteria outlined in Exhibit 3 to be eligible to receive the donation.

On May 5, 2026, the City Council approved ordinance 26-0539 which approved the execution of the donation agreement between the City of Denton and University of North Texas (UNT) Foundation. The UNT Foundation requested limited and reasonable language revisions that reporting requirements pertain only to the expenditure of the donated funds. The request was reviewed and the proposed language acceptable to the City. Staff is requesting approval of the revised donation agreement in support of the UNT African Ensemble for $800.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On Friday, April 17, 2026, the Community Partnership Committee reviewed the request and recommended approval of the donation. On May 5, 2026, the City Council approved ordinance 26-0539 which approved the execution of the donation agreement between the City of Denton and University of North Texas (UNT) Foundation.

FISCAL INFORMATION

Council Contingency funds are budgeted annually at a total of $11,900. Funding for the agreements will come from the City's Fiscal Year 2025-2026 Council Contingency funds.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Council Contingency Support Criteria

Respectfully submitted:
Matt Hamilton
Chief Financial Officer

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING AND AUTHORIZING THE EXECUTION OF A CITY COUNCIL CONTINGENCY FUND DONATION AGREEMENT BETWEEN THE CITY OF DENTON AND UNIVERSITY OF NORTH TEXAS (UNT) FOUNDATION IN SUPPORT OF THE UNT AFRICAN ENSEMBLE ($800), A NONPROFIT ORGANIZATION LOCATED WITHIN THE CITY OF DENTON AND DESIGNATED FOR DONATION BY THE MAYOR; AMENDING AND REPLACING THE AGREEMENT PREVIOUSLY AUTHORIZED IN, AND ATTACHED AS EXHIBIT A TO, ORDINANCE 26-0539; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton's Council Contingency Program provides support to nonprofit organizations that are based in the City of Denton and provide programming to benefit the community; and

WHEREAS, the organization listed meets the requirements to be eligible to receive Council Contingency Program funding; and

WHEREAS, Gerard Hudspeth, Mayor, has requested support from available contingency funds to support the eligible organization; and

WHEREAS, on April 17, 2026, the Community Partnership Committee reviewed and recommended approval of the request for Council Contingency fund support for the organization; and

WHEREAS, on May 5, 2026 City Council approved the request for Council Contingency fund support for the organization; and

WHEREAS, the organization requested limited and reasonable language revisions to the agreement; and

WHEREAS, the City Council of the City of Denton hereby finds the agreement between the City and the nonprofit organization, attached hereto and made a part hereof by reference (the "Agreements"), furthers a charitable cause, economic or community growth, or public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance and hereby ratified.

SECTION 2. The Agreement in the Exhibit listed in this section and the corresponding amount to be donated are hereby approved, and the City Manager, or designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City under the Agreement, including the expenditure of funds in accordance with the terms of the Agreement.

Exhibit A – UNT Foundation, $800 – Gerard Hudspeth, Mayor

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 [_____].

The ordinance was passed and approved by the following vote [__ – __ – __]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller Digitally signed by Susan Keller Date: 2026.06.10 09:54:43 -05'00'

COUNCIL CONTINGENCY FUND AGREEMENT BETWEEN THE CITY OF DENTON AND THE UNIVERSITY OF NORTH TEXAS FOUNDATION

This Agreement is hereby entered into by and between the City of Denton, a Texas home rule municipal corporation, hereinafter referred to as "City," and the University of North Texas (UNT) Foundation, a Texas non-profit corporation.

RECITALS

WHEREAS, the City has determined the services provided by UNT Foundation to the citizens of the City merit assistance through the Council Contingency Fund and the City has provided funds in its budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support the UNT Foundation in support of the UNT African Ensemble; and

WHEREAS, this Agreement serves a valid municipal and public purpose and is in the public interest;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I: OBLIGATIONS OF UNT FOUNDATION

In consideration of the receipt of funds from the City, UNT Foundation agrees to the following terms and conditions:

A. Eight Hundred and no/100 ($800.00) (City Funds) shall be paid to UNT Foundation by the City to be utilized for the support of the UNT African Ensemble.

B UNT Foundation will maintain adequate records to establish that the City Funds are used only for the purposes authorized by this Agreement.

C Upon request, UNT Foundation will permit authorized officials of the City to review its specific 2026 meeting minutes or 2026 books and records related to the receipt and transfer of the City Funds to UNT for the UNT African Ensemble. Such information shall be made available within ten (10) business days of such request. All records pertaining to the City Funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D UNT Foundation will not enter into any contracts that would encumber City Funds or the use thereof for a period that would extend beyond the term of this Agreement.

E UNT Foundation will appoint a representative who will be available to meet with City officials when requested.

F UNT Foundation will comply with all applicable federal, State, and local laws and policies including all including all state and federal anti-discrimination laws. In the event UNT

Foundation fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and UNT Foundation may be barred from further contracts with the City.

G UNT Foundation will comply with all applicable federal, state, and local laws and policies regarding conflicts of interest and will not participate in any transactions or decisions where such a conflict might exist.

II: TIME OF PERFORMANCE

The term of this Agreement shall commence on the date of the last signature affixed to this Agreement (the "Effective Date") and terminate one year from the Effective Date unless the contract is sooner terminated under Section V "Termination".

III. PAYMENTS

A PAYMENTS TO UNT FOUNDATION. City shall pay to UNT Foundation the sum specified in Article I after the Effective Date of this Agreement.

B EXCESS PAYMENT. UNT Foundation 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: has resulted in overpayment to UNT Foundation; or has not been spent strictly in accordance with the terms of this Agreement; or is not supported by adequate documentation to fully justify the expenditure.

IV. EVALUATION

UNT Foundation agrees to maintain records that provide complete and accurate statements as to the receipt and transfer of City Funds to UNT for use by the UNT African Ensemble. In addition, upon request, UNT Foundation agrees to make the following data and reports accessible to the City including: 2026 independent audit report, 2026 IRS 990 filing, and an explanation of any major changes in the use of City Funds.

V. TERMINATION

The City may terminate this Agreement for cause if UNT Foundation violates any provision of this Agreement, UNT Foundation' insolvency or filing of bankruptcy, dissolution, or receivership, or UNT Foundation' 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, including for convenience unless the City Funds have already been transferred to UNT in support of the African Ensemble in accordance with this agreement. The Agreement shall immediately terminate upon reasonable notice to UNT Foundation.

VI. WARRANTIES

UNT Foundation represents and warrants that:

A. All financial reports, information, reports, records, and data related to the City Funds

heretofore or hereafter requested by City and furnished to City pursuant to this Agreement, are complete and accurate and fairly reflect the financial conditions of UNT Foundation as of the date shown on the financial report, information, data, record, or report, and, since that date, have not undergone any significant change, adverse or otherwise, without written notice to City.

B. No litigation or legal proceedings are presently pending or threatened against UNT Foundation.

C. None of the provisions herein contravenes or is in conflict with the authority under which UNT Foundation is doing business or with the provisions of any existing indenture or agreement of UNT Foundation.

D. UNT Foundation 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.

E. UNT Foundation does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by UNT Foundation herein shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

VII. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

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.

C. UNT Foundation shall provide upon request by the City any changes in executive, managerial, or similar level of personnel or in governing board composition for a period of one year after receipt of the City Funds.

VIII. INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY LAW, UNT FOUNDATION 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 RELATED TO THE PERFORMANCE BY UNT FOUNDATION 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 UNT FOUNDATION, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES, AND INVITEES.

IX. 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, e-mail, addressed to UNT Foundation or City, as the case may be, at the following addresses:

CITY	UNT Foundation
City of Denton, Texas	Lynette Gillis, Ph.D.
Attn: Interim City Manager	President & CEO
215 E. McKinney St.	1155 Union Cr. #311250
Denton, TX 76201	Denton, TX 76203
cassey.ogden@cityofdenton.com	lynette.gillis@unt.edu

Either party may change its mailing address by sending written notice of change of address to the other at the above address by certified mail, return receipt requested.

X. MISCELLANEOUS

A. UNT Foundation shall not transfer except to UNT for the benefit of the UNT African Ensemble, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party without the prior written approval of the 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 UNT Foundation 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 or default under this Agreement. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of the City may waive the effect of this provision.

D. The following sections shall survive the termination of this Agreement: Section I, Subsections B, C, and E; Section III Subsection B; Section VI Subsection A; Section VIII. INDEMNIFICATION, and Section IX.

E. This Agreement, together with herein referenced exhibits and attachments, which are hereby incorporated, constitutes the entire agreement between the parties hereto, and no prior

agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement or subsequent thereto, has any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

F. The recitals set forth on page one of this Agreement are hereby incorporated into the body of this Agreement and made a part hereof for all purposes as if fully set forth herein.

G. This Agreement shall be governed by the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby each affix their signatures by and through their respective duly authorized representatives and enter into this Agreement as of the _____ day of _____, 2026.

CITY OF DENTON
CASSEY OGDEN, INTERIM CITY MANAGER

_____

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY:_____

UNT FOUNDATION
LYNETTE GILLIS, PRESIDENT & CEO

_____

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

Susan Keller Digitally signed by Susan Keller Date: 2026.06.10 15:45:57 -05'00'

BY:_____

THIS AGREEMENT HAS BEEN BOTH
REVIEWED AND APPROVED
As to financial and operational obligations
And business terms.

_____ _____
SIGNATURE PRINT NAME

_____
TITLE
Finance
DEPARTMENT

Council Contingency Support

Eligibility Criteria

In accordance with the Sponsorship guidelines, requests for Council Contingency support will only be considered for organizations that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

- Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
- Must demonstrate corporate good standing with the state of Texas at time of review;
- The applicant must be based in the City of Denton;
- Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, sexual orientation, gender identity, citizenship, familial, disability, or veteran status;
- If previously sponsored, applicant must have successfully fulfilled all prior contracts;
- The applicant cannot represent a for-profit enterprise;
- Must further a charitable cause, economic or community growth, or public interest

The City reserves the right to reject a request at any time.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ACM: Kenneth Hedges

DATE: June 16, 2026

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Residential 2 (R2) district to Light Industrial (LI) district on approximately 2 acres of land generally located on the south side of FM 377, approximately 1,025 feet east of the intersection of FM 377 and North Trinity Road in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing for a severability clause and an effective date. The Planning and Zoning Commission voted (6-1) to recommend approval. Motion for approval by Commissioner Dyer and second by Commissioner Ketchersid (Z26-0005a, Winston-Cox Waterworx, Sean Jacobson).

May 27, 2026 Planning and Zoning Commission Meeting

BACKGROUND

On October 14, 2025, following an approximately six-month staff analysis, the Planning & Zoning Commission recommended, and City Council approved, a Future Land Use Map (FLUM) Amendment for approximately 55.3 acres around the US 380 corridor at the City's easternmost limits – an area that includes the subject property. The FLUM designation for this area was amended from Rural Areas and Low Residential to Light Industrial. The Light Industrial designation for this area better aligns with many of the current uses of the properties in the area (including the subject property), the recent development inquiries received by staff about the area, and the City's goals and expectations for future development of the area, particularly given its location adjacent to a freeway.

Following the FLUM amendment, the applicant, Jamie Bratton of Winston-Cox Waterworx, on behalf of the property owner, ZBH Denton Ltd., submitted an application to rezone approximately 2 acres of land from Residential 2 (R2) District to Light Industrial (LI) District. The subject property's two current uses – an Office use and an Outdoor Storage use are both not permitted in the R2 zoning district and are thus nonconforming. In 2024, the applicant submitted a pre-application conference request for construction of a General Retail and Outdoor Storage Facility. Staff informed the applicant that a Comprehensive Plan Amendment, Rezoning, and Specific Use Permit (SUP) would be required to proceed through the development review and permitting process. The applicant proceeded to construct the proposed uses as planned without proper permits, creating the nonconforming situation. Upon learning of the development of the property, Staff worked through the code compliance process to contact the property owner and outline next steps necessary to legally operate the proposed uses. The purpose of this rezoning is to begin the process of bringing the subject property into compliance with the City's codes and ordinances. The Office use is permitted in the LI District by right, and Outdoor Storage, as a primary land use, is permitted in the LI District with a Specific Use Permit (SUP) approved by City Council. Should the rezoning be approved, the applicant is expected to bring forward an SUP for the Outdoor Storage use.

Although this request is intended to bring the currently developed land use into conformance with the City's codes and ordinances, if this zoning change were approved, any use permitted under the LI zoning district could be developed on the subject property in the future. See Exhibit 8 for a complete list of permitted uses under both the current and proposed zoning districts. Any future site improvements or use changes would require a detailed review of developments plans by staff for compliance with the City's codes and ordinances.

The subject property is surrounded by a mix of commercial and residential uses within the City limits and industrial uses in the adjacent Extraterritorial Jurisdiction (ETJ) to the south. The subject property has frontage on and direct driveway access to US 380. There are no recognized Environmentally Sensitive Areas, floodplain, or floodway on the subject property.

A full Staff Analysis is provided in Exhibit 2.

PLANNING AND ZONING COMMISSION

On May 27, 2026, the Planning and Zoning Commission held a public hearing and recommended approval of the rezoning request [6-1]. One member of the public requested clarification about the location of the subject property.

During the public hearing, a Commissioner inquired as to why the rezoning request and Specific Use Permit (SUP) request needed to bring the current use into conformity were not brought before the Commission simultaneously. Staff explained that the applicant had a choice and chose to bring the requests one at a time rather than simultaneously. At the time of voting on the item, a Commissioner expressed concerns about approving development in this area related to a desire to focus on infill development.

OPTIONS

1. Approve
2. Deny
3. Postpone item

RECOMMENDATION

Staff recommends **approval** of the request as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.2.D of the DDC for approval of a zoning change.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
September 3, 1974	City Council	City-initiated Annexation and zoned to Agricultural (A) District.	Approved
February 2002	City Council	New DDC Zoning Code & City-wide zoning change – rezoned to new Neighborhood Residential 2 (NR-2) district.	Approved
October 1, 2019	City Council	New DDC Zoning Code & City-wide zoning district transition to Residential 2 (R2) District.	Approved
April 23, 2025	Planning & Zoning Commission	Work Session Report on FLUM Amendment	Direction Received

September 24, 2025	Planning & Zoning Commission	Future Land Use Map Amendment from Rural Areas and Low Residential designation to Light Industrial designation.	Recommend Approval
October 14, 2025	City Council	Future Land Use Map Amendment from Rural Areas and Low Residential designation to Light Industrial designation.	Approved
May 27, 2026	Planning & Zoning Commission	Rezoning from a Residential 2 (R-2) district to Light Industrial (LI) district.	Recommend Approval

PUBLIC OUTREACH:

Ten notices were sent to property owners within 200 feet of the subject property, and eleven postcards were mailed to current residents within 500 feet of the subject property. As of the writing of this report, no responses have been received.

The applicant held a neighborhood meeting on May 11, 2026. There were no neighbors in attendance.

A notice was published on the City's website on May 27, 2026.

A notice was published in the Denton Record Chronicle on May 30, 2026.

One sign was posted on the site on May 14, 2026.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Project Narrative
Exhibit 5 - Current Zoning Map
Exhibit 6 - Proposed Zoning Map
Exhibit 7 - Future Land Use Map
Exhibit 8 - Table of Allowed Uses
Exhibit 9 - Notification Map & Sign Affidavit
Exhibit 10 - Draft Ordinance
Exhibit 11 - Staff Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Sean Jacobson
Senior Planner

Planning Staff Analysis

Z26-0005a/Winston-Cox Waterworks
City Council District #2

REQUEST:
Request to rezone approximately 2 acres from Residential 2 (R2) District to Light Industrial (LI) District.

STAFF RECOMMENDATION:
Staff recommends approval of the rezoning of approximately 2 acres of land from R2 to LI District as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

SITE DATA:
The 2-acre subject property is generally located on the south side of US 380, approximately 1,025 feet east of the intersection of US 380 and North Trinity Road. The existing use of the property is nonconforming Office and Outdoor Storage. In the proposed Light Industrial (LI) District, Office is permitted by right and Outdoor Storage is permitted with approval by City Council of a Specific Use Permit (SUP). Prior to the development of the current use, which occurred without proper zoning authorization and permitting as detailed in Exhibit 1, the property contained a single-family home that was used as a law office. The property has direct access to US 380.



SURROUNDING ZONING AND USES:
North of the subject property is US 380, with property across US 380 to the north zoned R2 and developed with a range of commercial uses. To the east and west are properties zoned R2 and developed with both single-family residential uses and access roads for adjacent commercial and industrial uses to the south. Due south of the subject property is property partly zoned R2 and partly in the Extraterritorial Jurisdiction (ETJ), developed with a combination RV Park and RV

Storage use. These surrounding land use and zoning conditions are detailed further below and can be seen in the maps provided as Exhibits 3 and 5, respectively.

Northwest: Zoning: Residential 2 (R2) Use: Single-Family Residential	**North:** Zoning: Residential 2 (R2) Use: Mixed-Use Commercial, Industrial, and Institutional.	**Northeast:** Zoning: Residential 2 (R2) Use: Undeveloped
West: Zoning: Residential 2 (R2) Use: Single-Family Residence	**SUBJECT PROPERTY**	**East:** Zoning: Residential 2 (R2) Use: Administrative Office
Southwest: Zoning: Residential 2 (R2) and ETJ Use: Outdoor Storage, RV Storage, and RV Park	**South:** Zoning: Residential 2 (R2) and ETJ Use: RV Park and RV Storage	**Southeast:** Zoning: Residential 2 (R2) and ETJ Use: Aggregate Supplier and Outdoor Storage

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

   a. *Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.*
   The review criteria were applied as required.

   b. *The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.*
   Section 2.7.2.D of the DDC applies to this rezoning request. An analysis of this request per those criteria can be found below in Consideration B.

   c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls*.
   There are no conflicts between the general criteria and the criteria specific to zoning requests.

2. *Prior Approvals*
   A Future Land Use Map (FLUM) Amendment for this property from Rural Areas and Low Residential designations to Light Industrial designation was approved by City Council on October 14, 2025. The proposed rezoning of this property from R2 to LI would bring it into alignment with the recent approval of Light Industrial FLUM designation for the subject property.

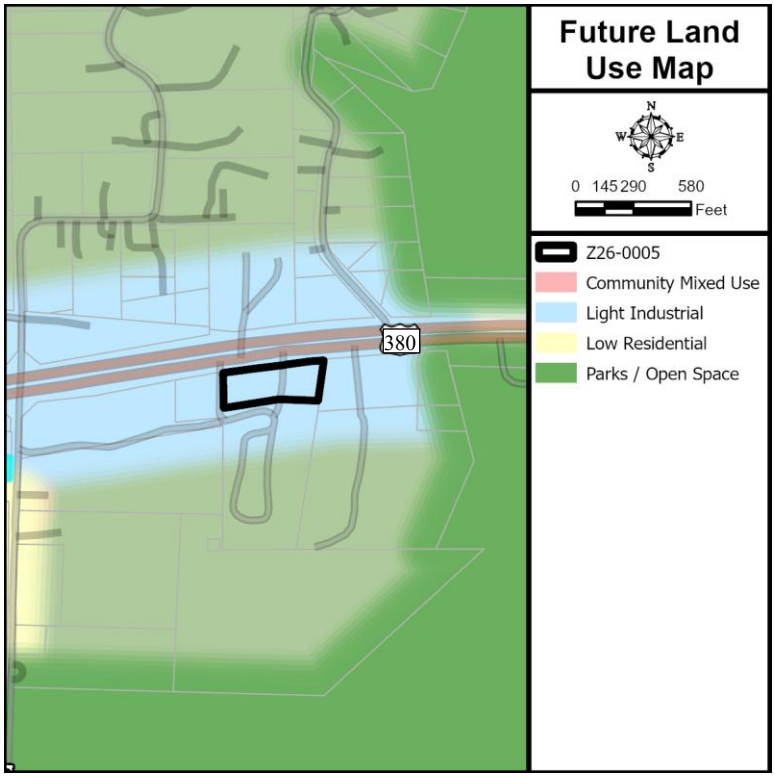
3. *Consistent with the Comprehensive Plan and Other Applicable Plans*
   The decision–making authority:
   a. *Shall weigh competing goals, policies, and strategies.*
   There are no competing goals, policies, or strategies with this proposal.

b. *May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.*

Future Land Use Map

The Future Land Use Map (FLUM) designates the subject property as Light Industrial. Per the Comprehensive Plan, "this designation is intended for tracts of land that are appropriate for light industrial activity. Primary uses include light manufacturing, assembling, and warehousing and distribution, and include associated supporting uses, such as offices, retail, and restaurants. Light Industrial areas should have adequate access to infrastructure, including the transportation network. It is important in future development that transitions to adjacent sensitive land uses are considered"

The proposed rezoning from RR to LI District is consistent with FLUM. The LI District is "intended to provide locations for a variety of light industrial and employment uses such as light manufacturing, assembly, fabrication, warehousing and distributing, indoor and outdoor storage, and a wide range of supporting commercial uses and activities." The intent of the LI District to provide locations for industrial uses is consistent with the FLUM designation's purpose of enabling development of industrial and supporting uses on the subject property, which has direct access to the area's major east-west transportation network, in the future.



Fiscal and Economic Vitality

According to the Denton 2040 Comprehensive Plan, a strong and diverse economy is fundamental to achieving the vision of the 2040 Comprehensive Plan. As part of the City's fiscal and economic vitality vision, the following goal was included:

> **3.1.1:** Ensure adequate land for future economic growth, particularly in the non-residential future land use categories, including a sufficient buffer zone to adjacent protected land uses.

The proposed rezoning would allow the property owner to pursue the Specific Use Permit approval that would bring the site improvements they have made related to the existing use into conformity with the City's codes and ordinances. In addition, the rezoning would more easily allow the subject property to be redeveloped to other nonresidential uses that the FLUM encourages in this area.

4. *Compliance with this DDC*
   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*
      This zoning change is an important step in bringing the site into compliance with the DDC because it must be approved by City Council prior to approval of a SUP for Outdoor Storage. Development plans for any future site improvements or use changes, would be reviewed for compliance with applicable standards including, but not limited to fencing and screening, parking, tree preservation, and landscaping. If the applicant intends to continue with the existing Outdoor Storage use as noted in their narrative (Exhibit 4), then review for compliance with these standards will be a part of the SUP process.

   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*
      If the rezoning request is approved, all future development plans for site improvements or use changes will be reviewed during the development process to ensure compliance with all zoning, transportation, drainage, public utility, tree preservation, and subdivision requirements. Any deficiencies in the future plats/plans would have to be addressed prior to approval.

5. *Compliance with Other Applicable Regulations*
   If the proposed rezoning to the LI District is approved, a detailed review of development plans associated with any site improvements or use changes will be conducted to ensure compliance with other applicable City, state, and federal regulations.

6. *Consistent with Interlocal and Development Agreements*
   There are no interlocal or development agreements for the subject property.

7. *Minimizes Adverse Environmental Impacts*
   The proposed rezoning is not anticipated to create adverse environmental impacts upon the subject property. Staff have determined there are no potential Environmentally Sensitive Areas nor recognized Wildlife Corridors on the subject property. Any future development plans will be reviewed for compliance with tree preservation and stormwater management standards.

8. *Minimizes Adverse Impacts on Surrounding Property*
   The proposed rezoning is not anticipated to create adverse impacts on surrounding properties. The single-family residential property to the west of the subject lot is part of a larger lot that extends into the ETJ and is developed there with commercial and industrial uses. The lot to the east is part of the aggregate sales and outdoor storage use to the south. That means that every lot around the subject property is already at least partly developed with an industrial use. The adjacent property to the south is developed with commercial and industrial uses.

   Any commercial or industrial use proposed for the subject property, whether the current use which needs to come into conformity, or a future use that may redevelop the site, will be required to comply with DDC design standards and use-specific standards, mitigating potential adverse impacts. This includes providing required landscape buffers between the proposed use and the residential property to the west. Additionally, the applicant is expected to apply for an SUP for the Outdoor Storage use which will require additional review by staff to ensure adequate mitigation of potential impacts created by the Outdoor Storage use.

9. *Minimizes Adverse Fiscal Impacts*
   This proposed rezoning is not anticipated to create adverse fiscal impacts. As the applicant's stated intent is to continue with the existing use of the property for Office and Outdoor Storage, no fiscal impacts are expected.

10. *Compliance with Utility, Service, and Improvement Standards*
    This proposed rezoning will not adversely affect utilities, services, or improvements in the area as the newly developed use is utilizing the existing on-site utilities since public water and sewer do not currently extend to this far east. Any future development plans will be reviewed to ensure compliance with all applicable standards.

11. *Provides Adequate Road Systems*
    The subject property has street frontage on US 380, which is classified as a Primary Arterial on the Denton Mobility Plan. US 380 is a developed roadway with curb and gutter, 5-ft wide sidewalk, and six vehicle lanes with a median. The subject property takes access to US 380 via a driveway that is also shared with the adjacent property to the south.

12. *Provides Adequate Public Services and Facilities*
    The proposed rezoning is not anticipated to negatively impact public services and facilities. The nearest fire station, Fire Station 2, is approximately 4 miles away along existing streets.

13. *Rational Phasing Plan*
    This proposed rezoning does not have a phasing plan.

B. Section 2.7.2.D of the DDC states that an application for a rezoning may be approved based on the following conditions:

   a. *The proposed rezoning is consistent with the Comprehensive Plan.*
      As discussed above in Consideration A.3, the proposed rezoning to LI District is consistent with the Denton 2040 Comprehensive Plan.

b. *The proposed rezoning is consistent with relevant Small Area Plan(s).*
There is no small area plan approved for this site.

c. *The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.*
Per DDC Subsection 3.5.2A, "the LI district is intended to provide locations for a variety of light industrial and employment uses such as light manufacturing, assembly, fabrication, warehousing and distributing, indoor and outdoor storage, and a wide range of supporting commercial uses and activities. The LI district provides a variety of transportation options for access including transit, bicycle, and pedestrian facilities. The LI district provides appropriate transitions to surrounding uses and lower-intensity districts, and is sensitive to the adjacent built and natural context."

The LI District is appropriate in this location as it is consistent with the FLUM designation of Light Industrial and with the trend toward increasing interest in commercial and industrial development on both sides of US 380 in this area, and it would allow the owner to bring site improvements into compliance with the DDC, subject to approval of a Specific Use Permit for the Outdoor Storage use. The other zoning districts which allow for the Outdoor Storage use with an approved SUP are the Heavy Industrial (HI) district and the Public Facilities (PF) district. The HI district is not appropriate because many uses allowed within HI would not be appropriate along a major corridor leading into the City, and the PF district is not appropriate as it is intended to provide adequate lands for public and quasi-public community uses. The LI district in this location is appropriate, because it allows commercial and industrial uses, like those that have already begun to develop in the area and about which there have been numerous inquiries regarding the area, while still limiting more intensive uses and providing for appropriate building scale and higher tree canopy than would be required in HI.

d. *There have been or will be significant changes in the area to warrant a zoning change.*

As noted when the FLUM Amendment for this area was presented, staff has recently been receiving more inquiries about development along the US 380 corridor in this area, indicating that current development trends, including to the east of the subject property, are increasing interest in this area as a viable location for more development – and particularly for commercial and industrial uses. Additionally, TXDOT's planned freeway conversion is expected to significantly change how properties take access along this corridor and the type of traffic passing through the corridor. These changes are expected to make the uses permitted by an LI zoning increasingly more appropriate for the subject property and for the area, and, conversely, to make the current R2 residential zoning even less appropriate.

e. *The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.*

As discussed above in Consideration A.8, the proposed rezoning is not expected to adversely impact surrounding properties, which have either comparable or more intensive zoning. Any future development plans will be reviewed for compliance with DDC standards that mitigate adverse impacts including, but not limited to, landscape buffering, lighting, and screening.

f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.
There are public facilities and services in the general area of the subject property.

Schools
Since the LI District does not allow residential uses, the request would not add students to schools within the attendance boundary.

Water and Wastewater
Water and wastewater for this site are provide by well and septic service.

Nearest Fire Station
Fire Station #2 (110 Mockingbird Lane) is approximately 4 miles away along existing streets and within the 8-minute response boundary.

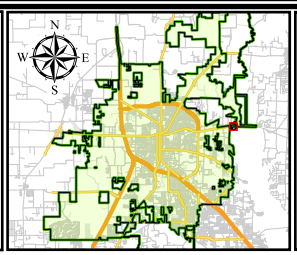
g. There was an error in establishing the current zoning district.

There was not an error in the assignment of the current zoning district. The subject property's zoning designation is the result of the NR-2 district to which the property was rezoned in 2002 and then the transition to R2 zoning in 2019.

Z26-0005
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



0 90 180 360 Feet

CITY OF DENTON
Development Services · GIS
Date: 4/9/2026

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

Rezoning Proposal

Request: Rezoning from Residential to Light Industrial
Location: City of Denton, Texas
Applicant: Winston-Cox Waterworx
Date: 03/13/2026

I. Introduction

This proposal is submitted in support of a request to rezone the subject property from a residential zoning designation to a **light industrial zoning designation**. The request is consistent with the intent, purpose, and approval standards of the City of Denton Development Code (DDC), specifically Section 2.4.5(E) (Zoning Map Amendments) and the Specific Criteria for Approval in Section 2.7.2(D).

The proposed rezoning will allow for a productive light industrial use of the property that aligns with existing development patterns in the surrounding area, supports economic growth, and incorporates appropriate standards to mitigate potential impacts on adjacent properties.

II. Compliance with DDC Section 2.4.5(E)

1. Consistency with the Comprehensive Plan
The proposed light industrial zoning is consistent with the City of Denton's Comprehensive Plan goals of promoting orderly development, supporting employment centers, and appropriately locating industrial uses in areas with access to transportation corridors. The subject property is situated in an area where non-residential uses are present or anticipated, making this rezoning a logical transition from residential designation.

2. Suitability of the Property for the Proposed Zoning
The property's size, configuration, access, and proximity to transportation infrastructure make it well suited for light industrial use. Due to surrounding land uses and operational characteristics, the site is not ideal for long-term residential use. Light industrial zoning allows the property to function in a manner that is both practical and aligned with the surrounding environment.

3. Compatibility with Surrounding Uses
The proposed light industrial use will be designed and operated to remain compatible with adjacent properties. Site development will incorporate required buffering, setbacks, screening, and operational controls in accordance with DDC standards to minimize visual, noise, and operational impacts.

4. Public Health, Safety, and Welfare
The rezoning will not adversely affect public health, safety, or welfare. Instead, it will promote compliance with current development standards, improve site organization, and ensure that all operations are conducted within a regulated and controlled framework.

III. Compliance with DDC Section 2.7.2(D) – Specific Criteria for Approval

1. Logical and Reasonable Development Pattern
Approval of the rezoning will promote a logical development pattern by aligning zoning with existing and anticipated land uses. Light industrial zoning is appropriate for the property's location and will reduce potential land use conflicts by formalizing a use consistent with the surrounding area.

2. Adequate Public Facilities and Services
The subject property is served by existing infrastructure, including roadways, utilities, drainage, and emergency services. The proposed zoning will not place undue burden on these systems and will utilize them efficiently.

3. Mitigation of Potential Impacts
Potential impacts associated with light industrial use will be mitigated through compliance with DDC standards, including landscaping, screening, fencing, and operational limitations. These measures will ensure the site remains orderly and compatible with adjacent uses.

4. Economic Benefit to the Community
The proposed rezoning supports economic development by enabling a viable light industrial operation that contributes to employment, supports local industry, and enhances the tax base. This aligns with the City's broader economic development objectives.

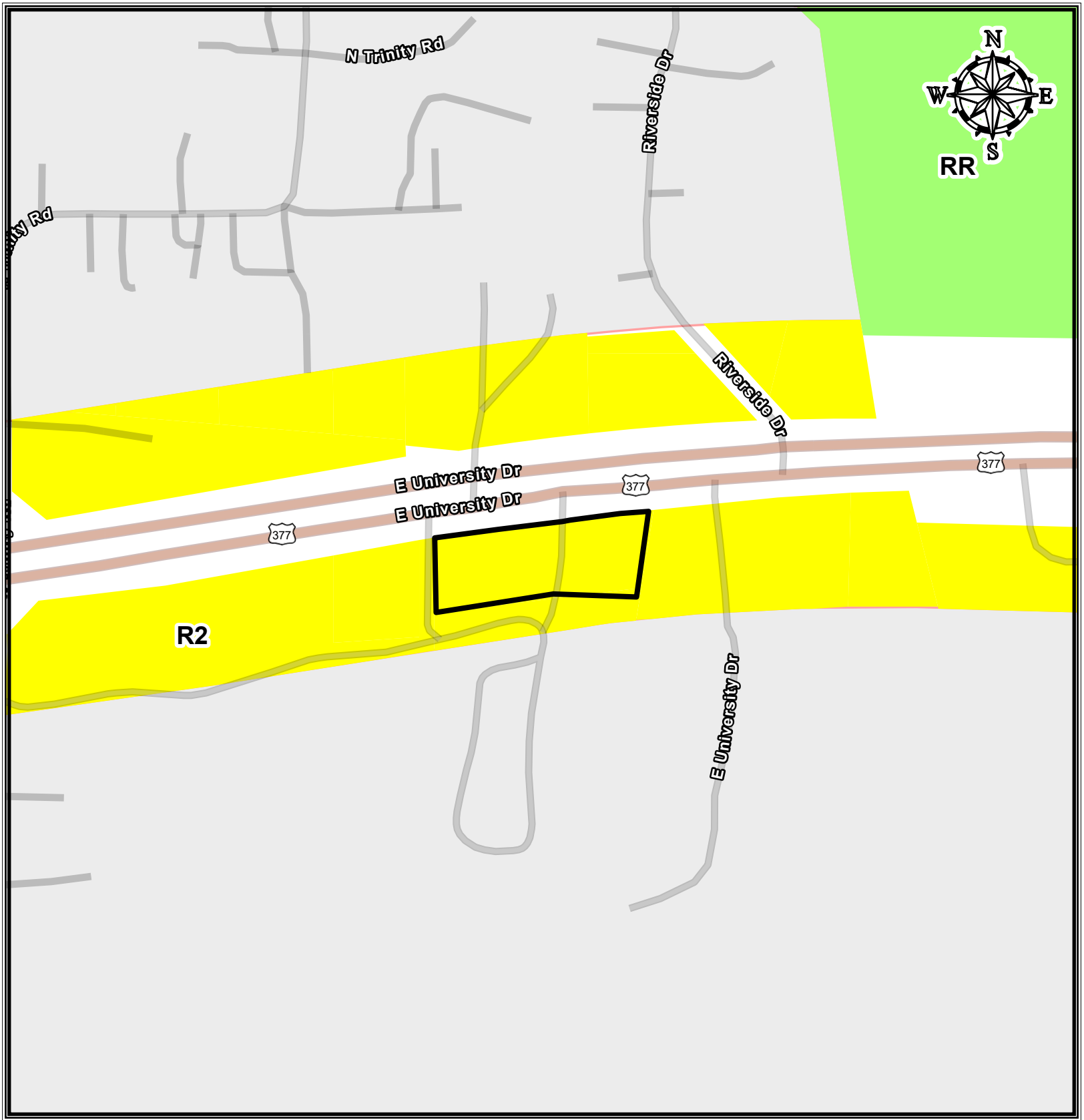
IV. Conclusion

The requested rezoning from residential to **light industrial** meets all applicable criteria set forth in DDC Sections 2.4.5(E) and 2.7.2(D). The proposal is consistent with the Comprehensive Plan, compatible with surrounding land uses, supported by adequate infrastructure, and beneficial to the public health, safety, and welfare.

For these reasons, approval of the rezoning request is respectfully requested.

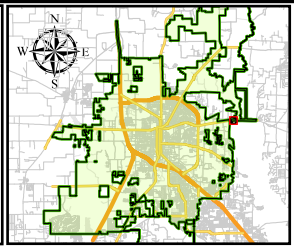
Submitted by:
Jamie Bratton
Business Administrator
916-792-0390 / jbratton@winstoncoxwater.com

Z26-0005
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY

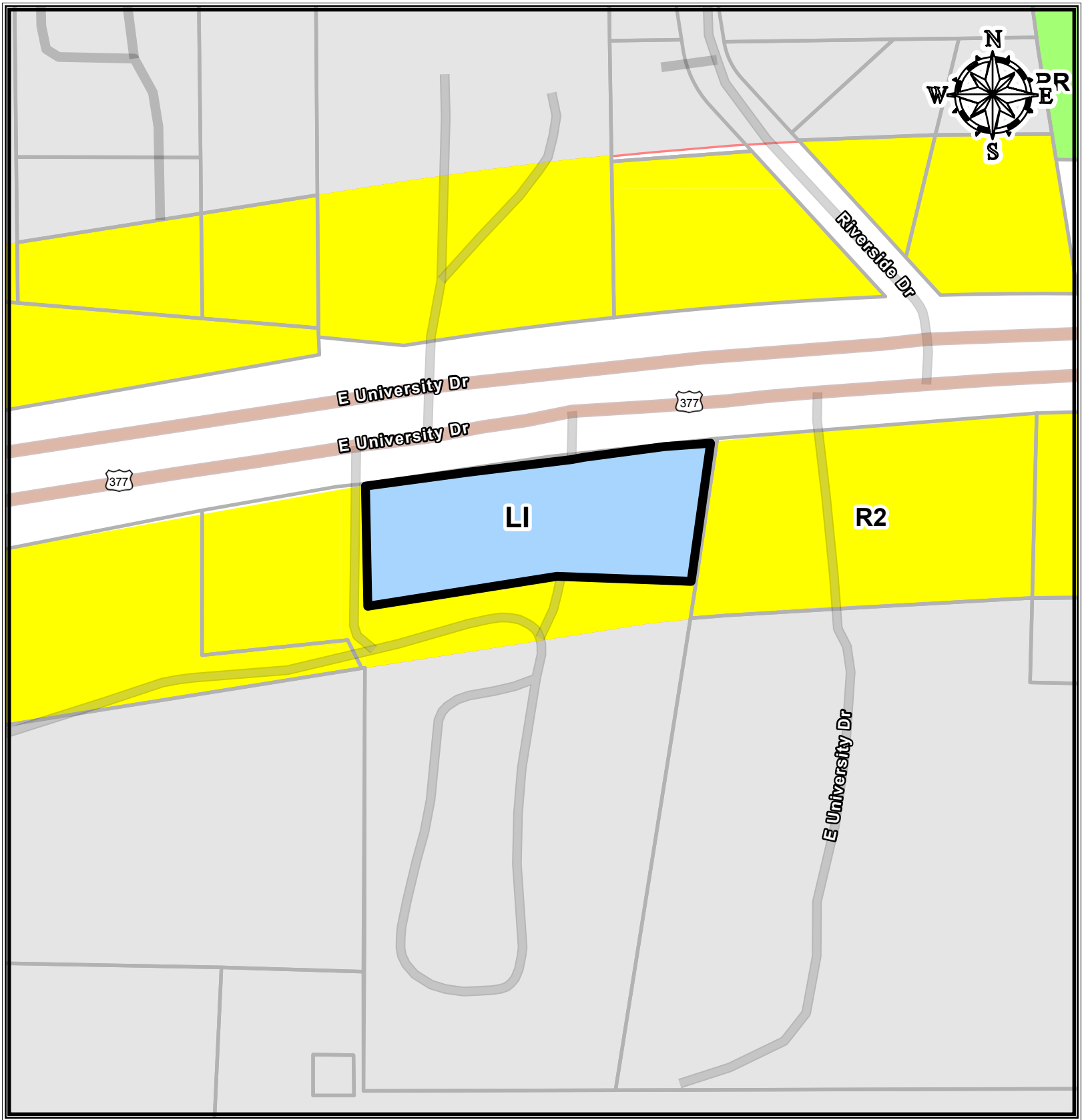


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CITY OF DENTON
Development Services · GIS
Date: 4/9/2026

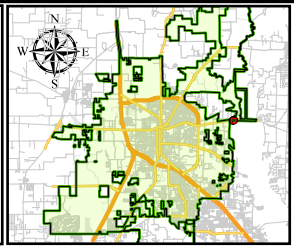
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Z26-0005
Proposed Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY

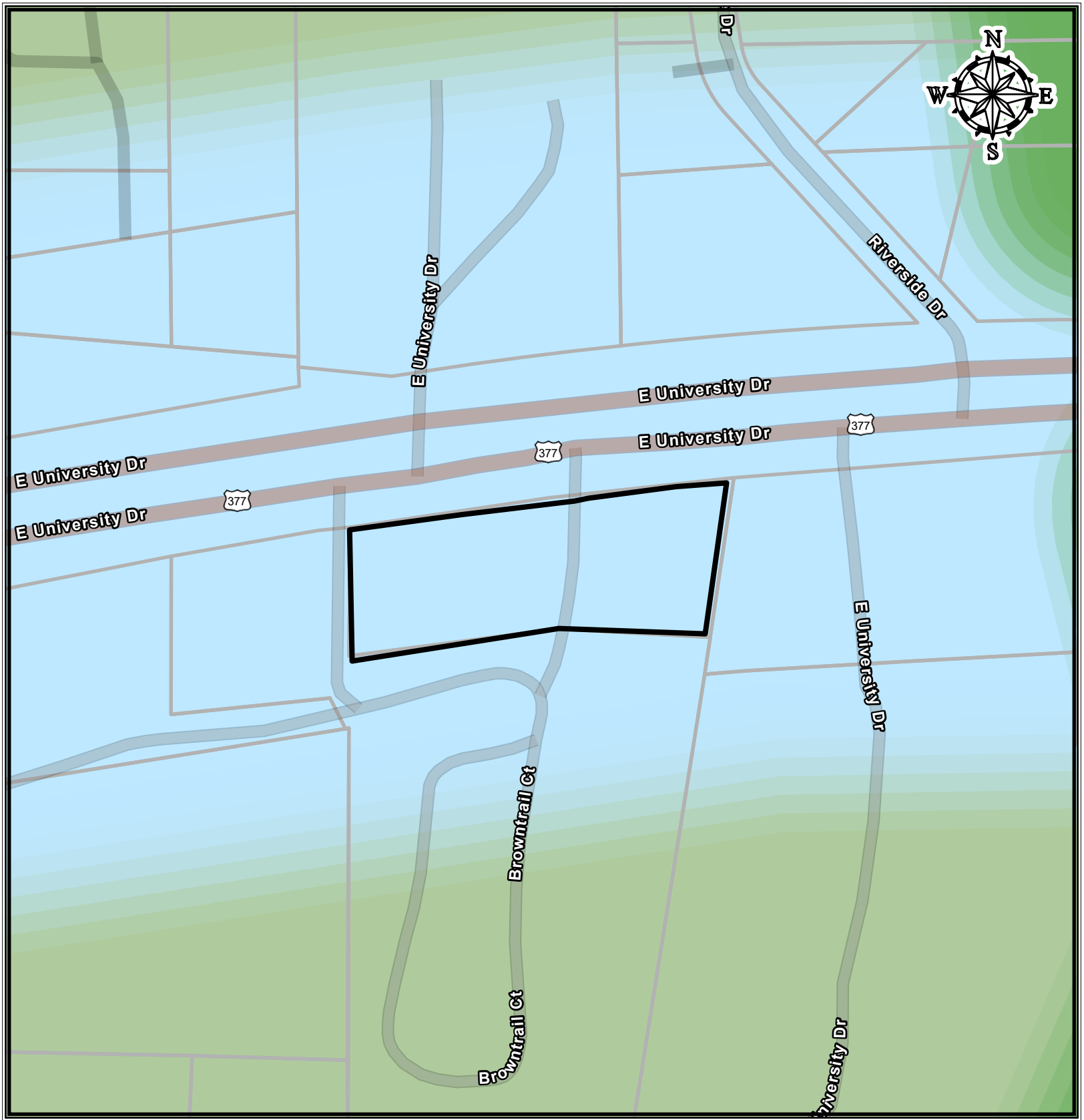


0 55 110 220 Feet

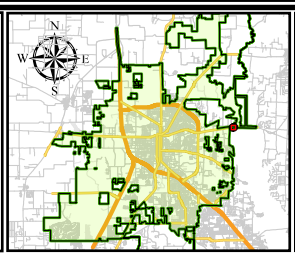
CITY OF DENTON
Development Services · GIS
Date: 5/13/2026

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Z26-0005
Future Land Use Map



- Z26-0005
- Agriculture
- Business Center
- Community Mixed Use
- Downtown Denton
- Government / Institutional
- Industrial Commerce
- Light Industrial
- Low Residential
- Master Planned Community
- Moderate Residential
- Neighborhood / University Compatibility Area
- Neighborhood Mixed Use
- Parks / Open Space
- Regional Mixed Use
- Rural Areas



0 50 100 200 Feet

CITY OF DENTON
Development Services · GIS
Date: 5/19/2026

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5.2.3 Table of Allowed Uses.

Table 5.2-A: Table of Allowed Uses																	
P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply																	
	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Residential Uses																	
Household Living																	
Single-Family Detached Dwelling	P+	P+	P+	P+	P+	P+	P+	P+									5.3.3A
Townhome					S+	P+	P+	P+	P+	P+							5.3.3B
Duplex					S+	P+	P+	P+	P+	P+							5.3.3C
Triplex						P+	P+	P+	P+	P+							5.3.3C
Fourplex						P+	P+	P+	P+	P+							5.3.3C
Multifamily Dwelling							S+	P+	P+	P+	S+	S+	S+				5.3.3D
Tiny Home Development	Subject to approval of a planned development (PD); see 5.3.3E																
Work/Live Dwelling	P+						P+	P+	P+	P+	P+	S+	S+				5.3.3F
Manufactured Home Development (HUD Code)						S+	S+										5.3.3G
Group Living																	
Chapter House							S	S								P	
Community Home	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+							5.3.3I
Dormitory							S	S	P								
Elderly Housing						S+	S+	P+	P+	P+	S+	S+					5.3.3H
Group Home	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+							5.3.3J
Public, Institutional, Religious, and Civic Uses																	
Community and Cultural Facilities																	
Airport, City-Owned																P	
Cemetery, City-Owned																P	
Cemetery, Privately-Owned	S+		S+							S+	S+	S+	S+	S+		S+	5.3.4I
Club or Lodge	P	S	S	S	S	S	S+	P+	P	P+	P	P	P	P+	P+		5.3.4A
Community Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day Care, Adult or Child	P	S	S	S	S	S	P	P	P	P	P	P	P	P+			5.3.4B
Funeral and Internment Facility									S	S	P	P	P	P			
Homeless Shelter	S+						S+	S+	S+	S+						P+	5.3.4C
Landfill, City-Owned																P	
Park, Playground, Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.4D
Educational Facilities																	
Business or Trade School								P+	P+	P+	P+	P	P	P	P		5.3.4E
College or University									P	P			P				

School, Private	P	S	S	S	S	S	S	P	P	P	P	P	P			P	
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
School, Charter	P	P+	P+	P+	P+	P+	P+	P	P	P	P	P	P	P+	P+	P	5.3.4J
Healthcare Facilities																	
Hospital Services										P+	P+	P	P				5.3.4F
Medical Clinic								S+	S+	P+	P+	P	P	P			5.3.4G
Medical Office							P+	P+	P+	P+	P+	P	P	P			5.3.4H
Commercial Uses																	
Agricultural and Animal Uses																	
General Agriculture	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5A
Commercial Animal Service (Indoor)	P+	S+	S+					P+	P+	P+	P+	P+	P+	P+	P+		5.3.5B
Commercial Animal Service (Outdoor)	P+	S+	S+							P+	P+	P+	P+	P+	P+		5.3.5B
Commercial Stable	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5C
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Urban Farm	p	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Clinic	P	S	S					P+	P+	P+	P+	P+	P	P			5.3.5D
Recreation and Entertainment																	
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Indoor Recreation Facility	P							P	P	P	P	P	P	P			
Outdoor Recreation Facility	P	P	P	P	P	P	P	S	S	S	P	P	P	P			
RV Park	S+		S+	S+	S+	S+	S+							S+	P+		5.3.5E
Food and Beverage Services																	
Bar, Tavern, or Lounge								S+	P	P	P	P	P	P			5.3.5F
Mobile Food Court								S+	S+	S+	S+	S+	S+	S+	S+		5.3.5G
Private Club	P+							P+	P+	P+	P+			P+	P+		5.3.5H
Restaurant								P+	P	P	P	P	P	P			5.3.5I
Restaurant, with Drive-Through								S+	S+	P+	P+	P+	P+	P+			5.3.5J
Office, Business, and Professional Services																	
Administrative, Professional, and Government Office				S+	S+	S+	P+	P+	P+	P	P	P	P	P	P	P	5.3.5K
Bank or Financial Institution							S+	P+	P+	P	P	P	P	P			5.3.5L
Musician Studio								P+	P+	P+	P+	P+	P+	P+	P+		5.3.5M
Credit Access Business								S+	P+	P	P	P	P	P			5.3.5N
Printing, Copying, and Publishing Establishment								S	P	P	P	P	P	P	P		
Personal Services																	
Laundry Facility, Industrial												S	S	P	P		
Laundry Facility, Self-Service							S+	P+	P+	P+	P	P	P	P	P		5.3.5O

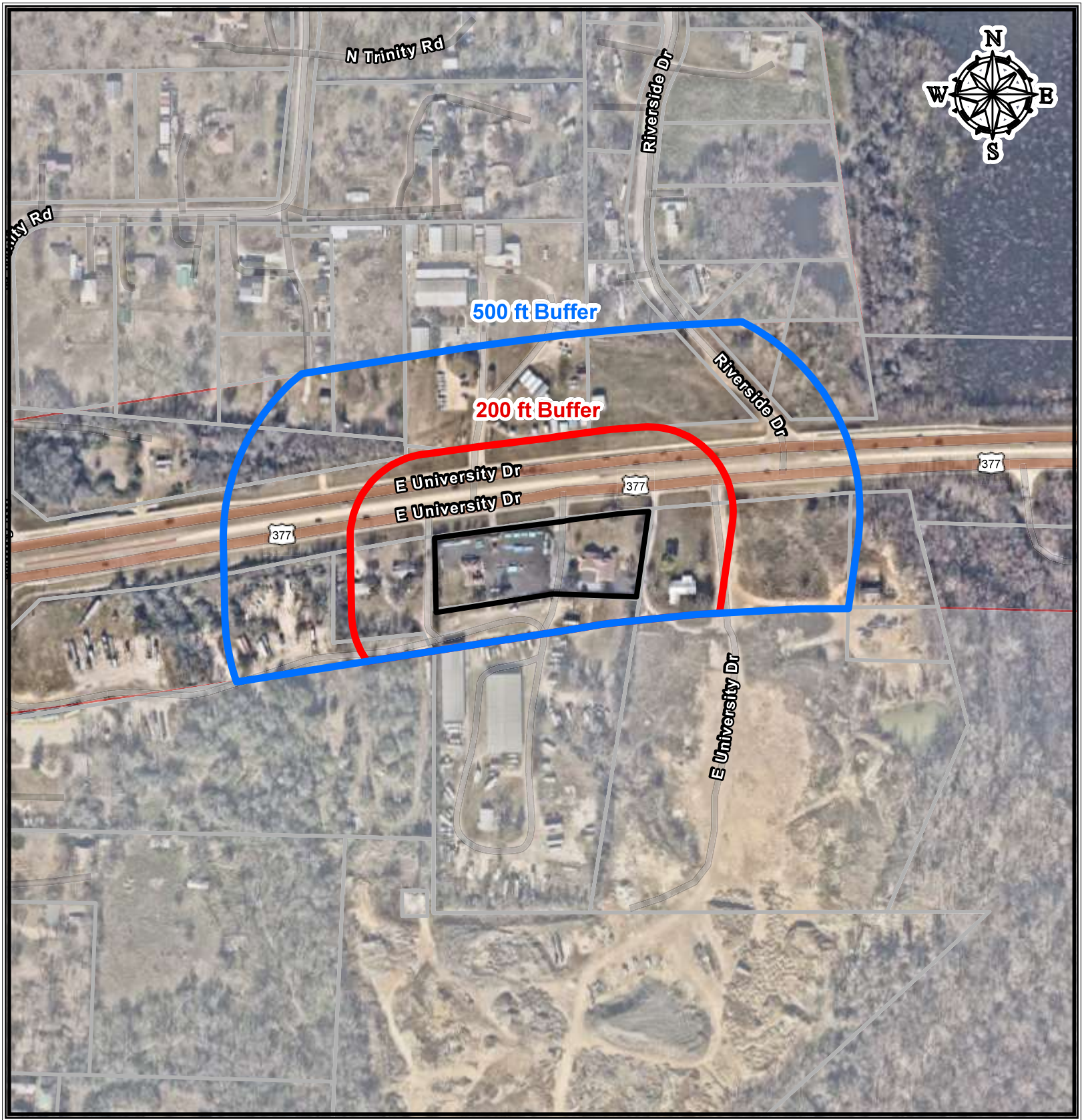
Personal Service, General								P	P	P	P	P	P	P			
Tattoo and Body Piercing Parlor								P+	P+	P+	P+	P+					5.3.5P
Retail Sales																	
Building Materials and Supply Store											S	P		P	P		
General Retail Unless Otherwise Specified, Less than 5,000 Square Feet							S+	P	P	P	P	P	P	P	P	P	5.3.5Q
General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet								P	P	P	P	P	P	P	P		
General Retail Unless Otherwise Specified, More than 15,000 Square Feet								S	S	P	P	P	P	P+	P+		5.3.5R
Smoke Shop									P	P	P	P					
Lodging Facilities																	
Bed and Breakfast	P+				S+	S+	S+	P+	P+	P+	P+						5.3.5S
Boarding or Rooming House								S	P	P	P						
Hotel								P	P	P	P	P	P	P			
Motel										P	P	P	P	P			
Short-Term Rental	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+				5.3.5T
Vehicles and Equipment																	
Auto Wash										P	P	P	P	P	P		
Automotive Fuel Sales								S+	S+	P+	P+	P+	P+	P+	P+		5.3.5U
Automotive Repair Shop, Major										P+	P+	P+	S+	P+	P+		5.3.5V
Automotive Repair Shop, Minor								S+		P+	P+	P+	P+	P+	P+		5.3.5W
Automotive Sales or Leasing												P					
Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard														S+	P+		5.3.5X
Equipment Sales and Rental												S+		S+	P+		5.3.5Y
Parking Lot as a Principal Use									P	P	P	P	P	P	P		
Travel Plaza												P		P	P		
Adult Entertainment Establishments																	
Sexually Oriented Business															S+		5.3.5Z

Industrial Uses																	
Data Center																	
Data Center, Modular														S+	S+	S+	5.3.6I
Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J
Manufacturing and Processing																	
Craft Alcohol Production								S	P+	P+	P+	P	P	P	P		5.3.6A
Feedlot, Slaughterhouse, or Packaging Plant	S														S		
Food Processing, Less than 2,500 Square Feet								P+	P+	P+	P+	P+	P+	P+	P+		5.3.6B
Food Processing, More than 2,500 Square Feet								S+	S+	P+	P+	P+	P+	P+	P+		5.3.6C
Gas Well	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	Subchapter 6: Gas Wells
Manufacturing, Artisan								P+	P+	P	P	P	P	P	P		5.3.6D
Manufacturing, Low-Impact									S+	P+	P+	P+	P+	P	P		5.3.6E
Manufacturing, Medium-Impact													S	S	P		
Manufacturing, High-Impact															S		
Commercial Incinerator, Transfer Station															S		
Storage and Warehousing																	
Outdoor Storage														S+	S+	S+	5.3.6F
Self-Service Storage								S+	S+	S+	P+	S+	P+	P+	P+		5.3.6G
Storage of Hazardous Materials															S		
Warehouse and Wholesale Facility										S+	S+	P	P	P	P		5.3.6H
Public and Semi-Public Utility Uses																	
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Power Stations, Electric Substations, Interchanges, and Switch Stations	P+							P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.7A
Solar Collector as Principal Use	S+												S+	S+	S+	P+	5.3.7B
Wind Energy Conversion System (WECS)															S+	S+	5.3.7C
Wireless Telecommunications	See Section 5.6: Wireless Telecommunications Facilities																
Accessory Uses																	

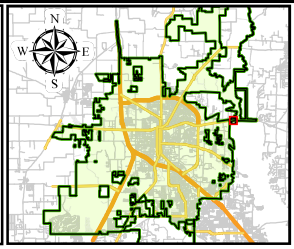
Accessory Dwelling Unit	P+	P+	P+	P+	P+	P+	P+	P+									5.4.4A
Donation Box	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4B
Home Occupation	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+						5.4.4C
Outdoor Storage, Accessory												P+	P+	P+	P+	P+	5.4.4D
Sale of Produce and Plants Raised on Premises	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4E
Solar Collector, (Ground- or Building-Mounted)	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4F
Wind Energy Conversion System (WECS), Small (Ground-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	5.4.4G
Wind Energy Conversion System (WECS), Small (Building-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	0
Temporary Uses																	
Temporary Storage Containers and Other Portable Storage Units	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6A
Concrete or Asphalt Batching Plant, Temporary	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6B
Farmer's Market or Open Air Market								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Field or Construction Office	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6C
Seasonal Sales								P+	P+	P+	P+	P+	P+	P+	P+		5.5.4
Special Event								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Portable Wireless Telecommunications Facility	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4

(Ord. No. DCA19-0012a, § 2(Exh. A), 11-5-2019; Ord. No. DCA19-0023a, § 2(Exh. A), 1-7-2020; Ord. No. DCA19-0025a, § 2(Exh. A), 2-4-2020; Ord. No. DCA19-0027a, § 2(Exh. A), 2-4-2020; Ord. No. DCA20-0004, § 2, 10-20-2020; Ord. No. DCA22-0003a, § 2(Exh. A), 9-20-2022; Ord. No. DCA23-0010b, § 2(Exh. A), 9-19-2023; Ord. No. DCA23-0001b, § 2(Exh. A), 9-26-2023; Ord. No. DCA23-0011b, § 2(Exh. A), 12-5-2023; Ord. No. DCA24-0006a, § 2(Exh. A), 6-4-2024; Ord. No. DCA24-0009a, § 2(Exh. A), 8-20-2024; Ord. No. DCA23-0002l, § 2(Exh. A), 10-22-2024; Ord. No. DCA24-0011d, § 2(Exh. A), 5-20-2025)

Z26-0005
Notification Map



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



0 90 180 360 Feet

CITY OF DENTON
Development Services · GIS
Date: 4/9/2026

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CITY OF DENTON

DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

PUBLIC HEARING NOTIFICATION SIGN AFFIDAVIT OF SIGN POSTING

Project No. PAC24-01165

Date of Planning and Zoning Commission Meeting: May 27, 2026

I hereby certify that I have posted or caused to be posted Public Hearing Notification sign(s) on the property subject to Project Name/Number Winston-Cox Waterworx / PAC24-01165, located at 5118 E University Dr. Denton, TX 76208

Said sign(s) have been obtained through a sign contractor of choice and meet the specifications as stated in the City of Denton Public Hearing Sign Criteria Sheet.

Posting of said signs was accomplished on May 13, 2026 Said signs have been posted in a manner that provides an unobstructed view and allows clear reading from the public right(s)of-way along E University Dr.

Said signs will be maintained on the property throughout the entire public hearing process and will be removed within three (3) calendar days subsequent to the final decision by the approving body. I further certify that this affidavit was filed with the Planning Department of the City of Denton within the time provisions specified in the City of Denton Public Hearing Sign Criteria Sheet.

Executed this the 14th day of May 2026

Signature of Applicant or Authorized Representative for Project No.

Jamie Bratton

Printed Name of Applicant or Authorized Representative for Project No.

STATE OF TEXAS COUNTY OF Denton BEFORE ME, a Notary Public, on this _____ day personally appeared (printed owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 14 day of May, 2026.

Notary Signature

(seal) MARIA GARCIA
Notary Public, State of Texas
Comm. Expires 11-13-2028
Notary ID 135167977

PLEASE NOTE: ***Failure to post the notification sign(s) on the property by the close of business (5 pm) on the tenth (10th) day prior to the first public hearing shall result in the postponement of consideration by the Board or Commission.***

STAFF USE ONLY:

Date/Time submitted: _____ Verified by: _____


CITY OF DENTON
Notice of Public Hearing
Project Number: Winston-Cox Waterworx
Project Name: Z26-0005
Request: Rezoning
For more info:
www.cityofdenton.com/
ProjectInfo
Call: (940) 349-8600

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION FROM RESIDENTIAL 2 (R2) DISTRICT TO LIGHT INDUSTRIAL (LI) DISTRICT ON APPROXIMATELY 2 ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF FM 377, APPROXIMATELY 1,025 FEET EAST OF THE INTERSECTION OF FM 377 AND NORTH TRINITY ROAD IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF $2,000.00 FOR VIOLATIONS THEREOF; PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Z26-0005a)

WHEREAS, Jamie Bratton of Winston-Cox Waterworx, on behalf of the property owner, ZBH Denton Ltd., has submitted a request to rezone approximately 2 acres of land from Residential 2 (R2) district to Light Industrial (LI) District, legally described in **Exhibit "A"**, attached hereto and depicted as **Exhibit "B"** and incorporated herein by reference (hereinafter, the "Property"); and

WHEREAS, on May 27, 2026, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval [6-1] of the request; and

WHEREAS, on June 16, 2026, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Section 2.7.2 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for the requested zoning district change for the Property, have determined that the proposed change is in the best interest of the health, safety, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; 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 and found to be true.

SECTION 2. The zoning district and use classification for the Property is hereby changed to Light Industrial (LI) District.

SECTION 3. The City's official zoning map is hereby amended to show the established zoning district and use classification.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stephens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

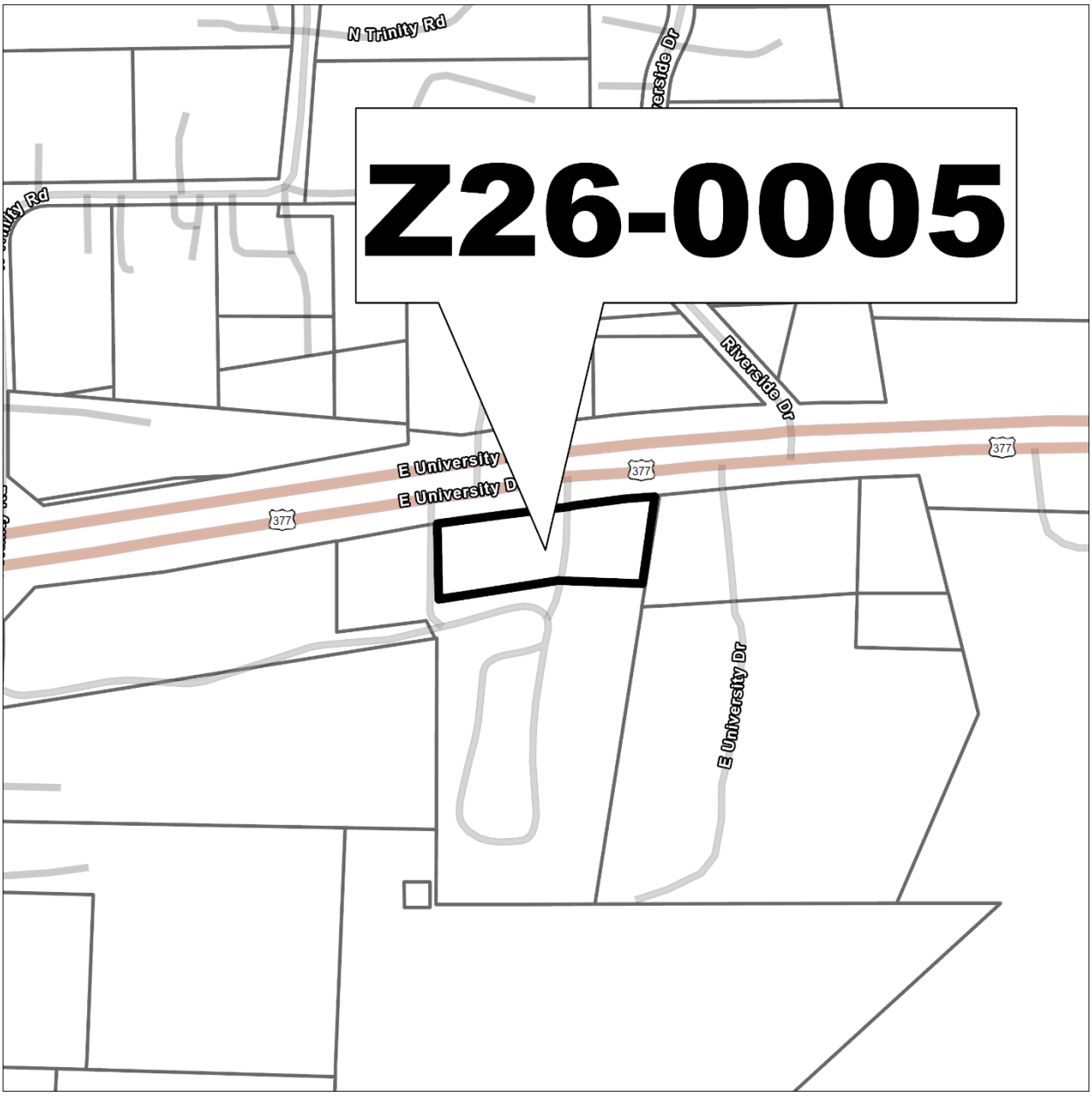
Exhibit A

Legal Description

Being Lot 1-R, Block A, of Texas 380 RV Addition, an Addition to the City of Denton, Denton County, Texas, according to the Plat thereof recorded under Document Number 2022-255, Plat Records, Denton County, Texas.

Exhibit B

Site Location Map



Z26-0005a Winston-Cox Waterworx

Sean Jacobson

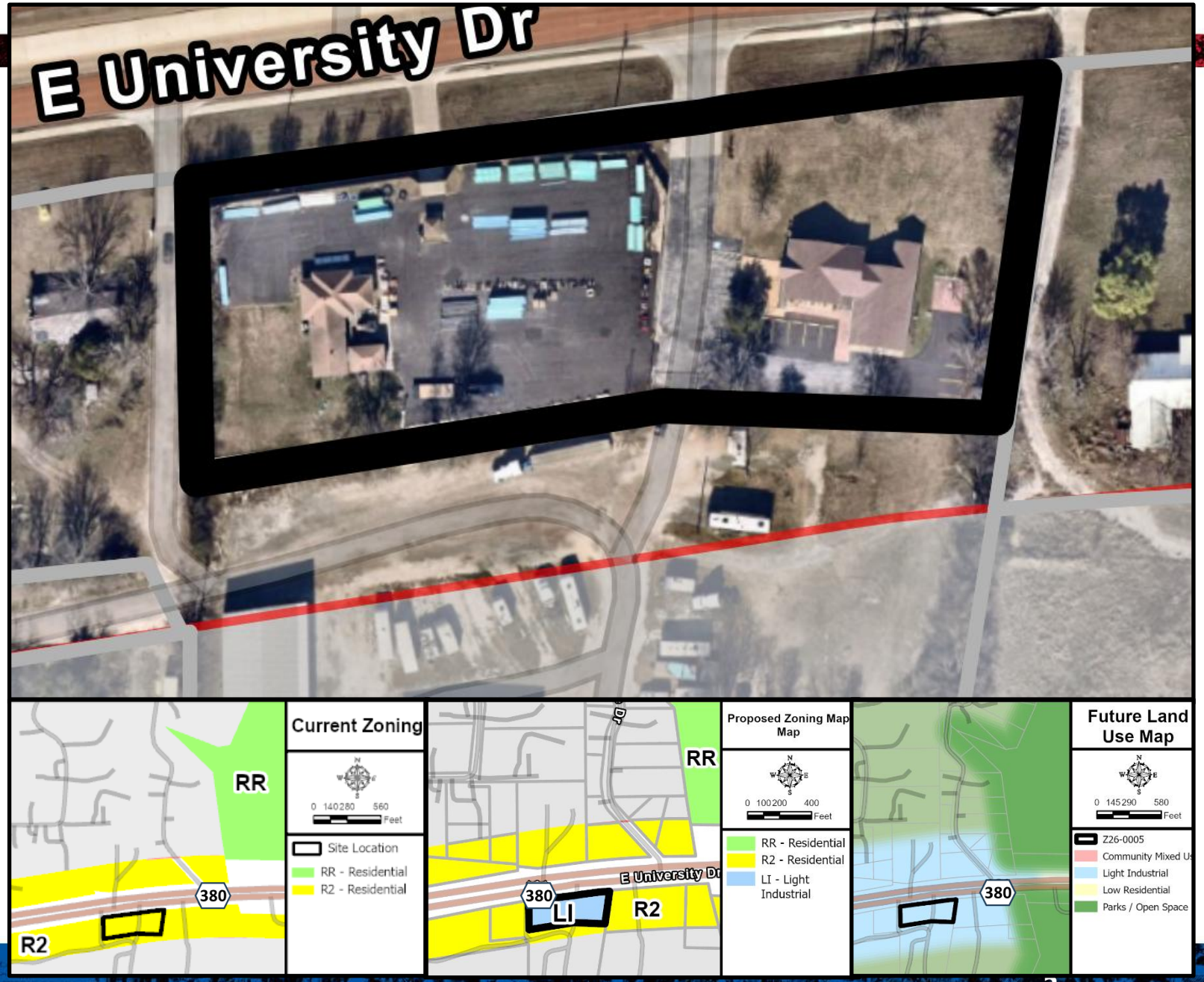
Senior Planner

6/16/2026

CITY OF DENTON

Site, Background, and Request

- Request: Rezone to Light Industrial (LI) District.
- 2-acre property
- Bringing existing, nonconforming Office & Outdoor Storage land uses into compliance.
  - Developed without proper authorizations and permitting; now pursuing remedy.
- Currently zoned Residential 2 (R2) District.
- Commercial and industrial to the east, south, and north.



Approval Criteria

General Approval Criteria for All Applications (Sec. 2.4.5.E)

1. General Criteria
2. Prior Approvals
3. Consistent with the Comprehensive Plan and Other Applicable Plans
4. Compliance with this DDC
5. Compliance with other regulations
6. Consistent with Interlocal and Development Agreements
7. Minimizes Adverse Environmental Impacts
8. Minimizes Adverse Impacts on surrounding Property
9. Minimizes Adverse Fiscal Impacts
10. Compliance with Utility, Service, and Improvement Standards
11. Provides Adequate Road Systems
12. Provides Adequate Public Services and Facilities
13. Rational Phasing Plan

Zoning Criteria for Approval (Sec 2.7.2.D)

a. The proposed rezoning is consistent with the Future Land Use Map designation.

b. The proposed rezoning is consistent with relevant Small Area Plan(s).

c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.

d. There have been or will be significant changes in the area to warrant a zoning change.

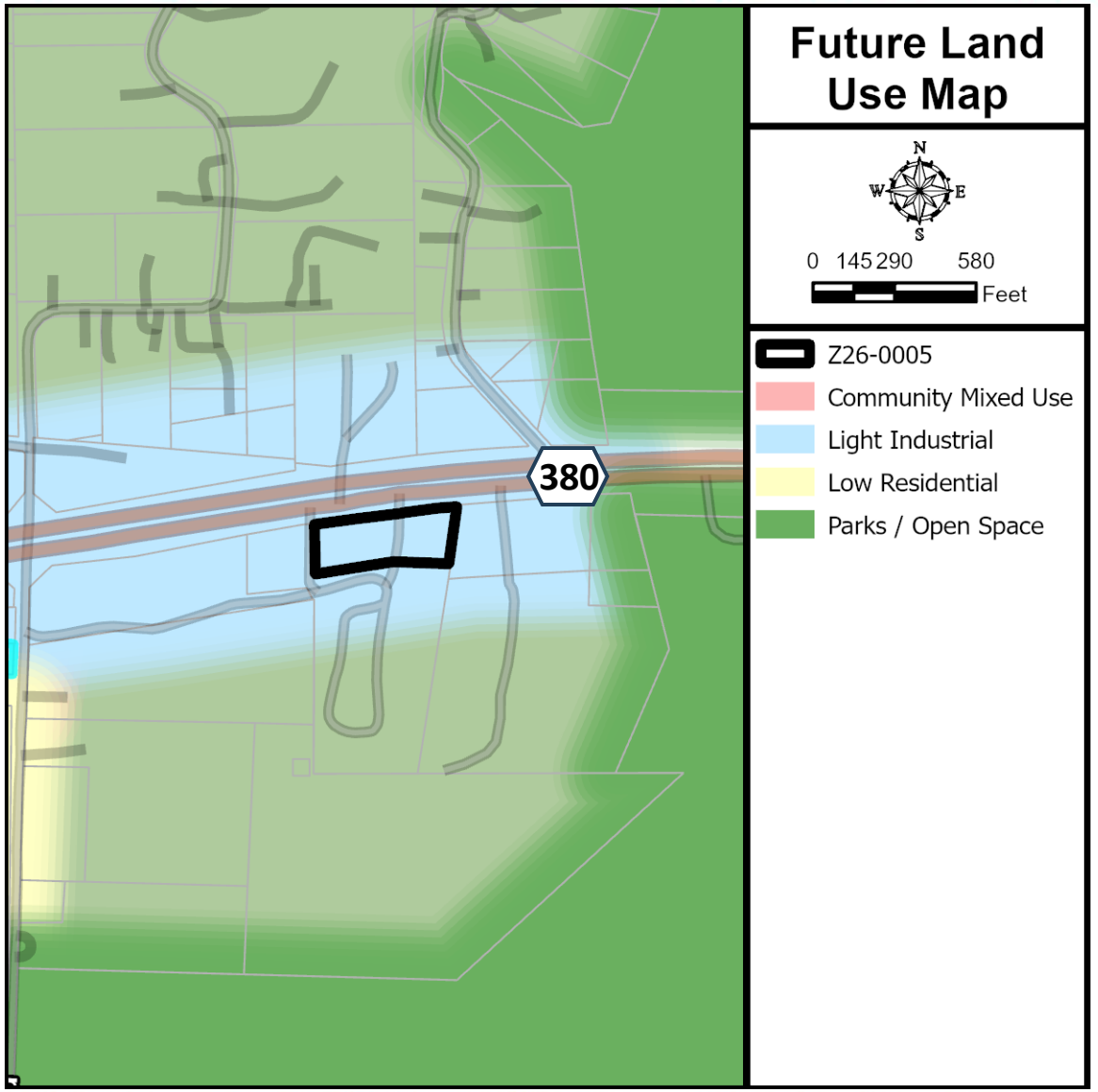
e. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.

f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.

g. There was an error in establishing the current zoning district.

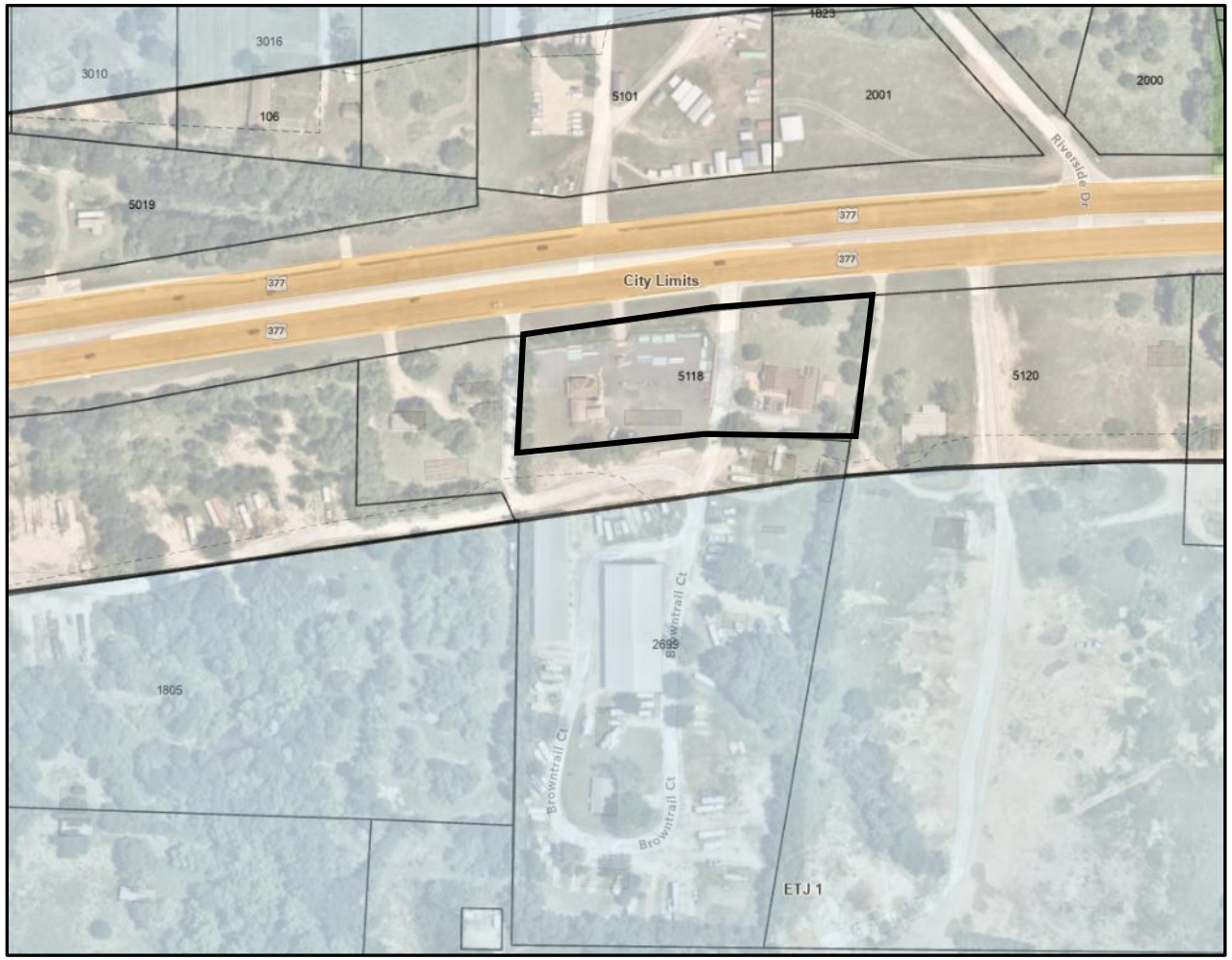
Comprehensive Plan

- Future Land Use: Light Industrial
  - Amended by P&Z and Council in 2025
- Designation intended for light industrial activity
  - Includes warehouse and distribution, and supporting uses, including offices.
  - In locations with adequate transportation infrastructure
- LI zoning intended to provide light industrial and employment uses
- Fiscal and Economic Vitality Goal 3.1.1: Ensure adequate land for future economic growth
- Rezoning **is consistent** with Comprehensive Plan



Other Considerations

- **Significant Changes Warrant Zoning Change:**
  - Increasing recent inquiries and submittals in this area – development trends point to more commercial and industrial coming.
  - TXDOT future freeway conversion of 380 in this area
- **Minimize Adverse Impacts:**
  - Surrounding development is primarily commercial and industrial
  - An SUP for Outdoor Storage will be required to bring the site into compliance.
  - Buffer requirements for commercial or industrial adjacent to residential



Public Notification

- Website Notice: May 27, 2026
- Newspaper Notice: May 30, 2026
- Property Signs Posted: May 14, 2026
- Mailed Notices
  - 200 ft Letters: 10 mailed
  - 500 ft Postcards: 11 mailed
- <u>No responses have been received.</u>



Recommendation

Staff is recommending **approval** of the requested rezoning because it is compliant with the Criteria for Approval found in the Denton Development Code 2.4.5E and 2.7.2D.

Planning and Zoning Commission recommended approval (6-1) of the rezoning at their May 27, 2026 meeting.

QUESTIONS?

Sean Jacobson

Senior Planner

Development Services

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ACM: Kenneth Hedges

DATE: June 16, 2026

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas regarding proposed revisions to the Denton Development Code; specifically by amending Subchapter 4 – Overlay and Historic Districts, to establish Section 4.11, Southeast Denton Area Plan Overlay Districts, including the Southeast Denton Residential Overlay Subdistrict (SEDRO), the Southeast Denton Height Overlay Subdistrict (SEDHO), and the Southeast Denton Live/Work Overlay Subdistrict (SEDLWO), and providing applicability, dimensional standards, design standards, allowed uses, and/or use-specific standards for each district. The Southeast Denton Residential Overlay Subdistrict includes 375.94 acres generally bounded by East McKinney Street to the north; North Bradshaw Street, East Prairie Street and the MKT Railroad to the west; Smith Street, Kerly Street, and Morse Street to the south; and South Woodrow Lane to the east; the Southeast Denton Height Overlay Subdistrict includes 39.77 acres generally bounded by East McKinney Street to the north, Exposition Street to the west, East Sycamore Street to the south, and North Bradshaw Street to the east; and the Southeast Denton Live/Work Overlay Subdistrict encompasses 27.58 acres and generally includes properties along the north and south sides of East Prairie Street between Oakwood Cemetery and the MKT Railroad, properties along the west side of Skinner Street, properties along the north and south side of Robertson Street situated between Wye Street and the Stream PEC 4 drainage channel, and properties along the east and west sides of Cook Street north of Wye Street in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted 7-0 to recommend approval of the request with a revision to extend the hours of operation for the Live/Work Overlay District. Motion for approval by Commissioner McDade and second by Commissioner Riggs. (DCA26-0002b, Julie Wyatt and Mia Hines) https://dentontx.new.swagit.com/videos/389346?ts=6608

BACKGROUND

The proposal is to add three new overlay districts to Denton Development Code (DDC) Subchapter 4 - *Overlay and Historic Districts*. The proposed districts are all located within Southeast Denton and are all intended to protect the existing neighborhood character while supporting new nonresidential uses that are contextually appropriate and desired in certain areas. These proposed districts are the result of extensive community engagement and staff coordination to implement several Actions outlined in the Southeast Denton Area Plan. The following is a discussion of the Southeast Denton Area Plan (SEDAP), proposed overlay regulations, and public engagement activities. Three work session discussions regarding these overlays were held with the Planning and Zoning Commission, and the AISs from those discussions are provided as Exhibit 5 to this report.

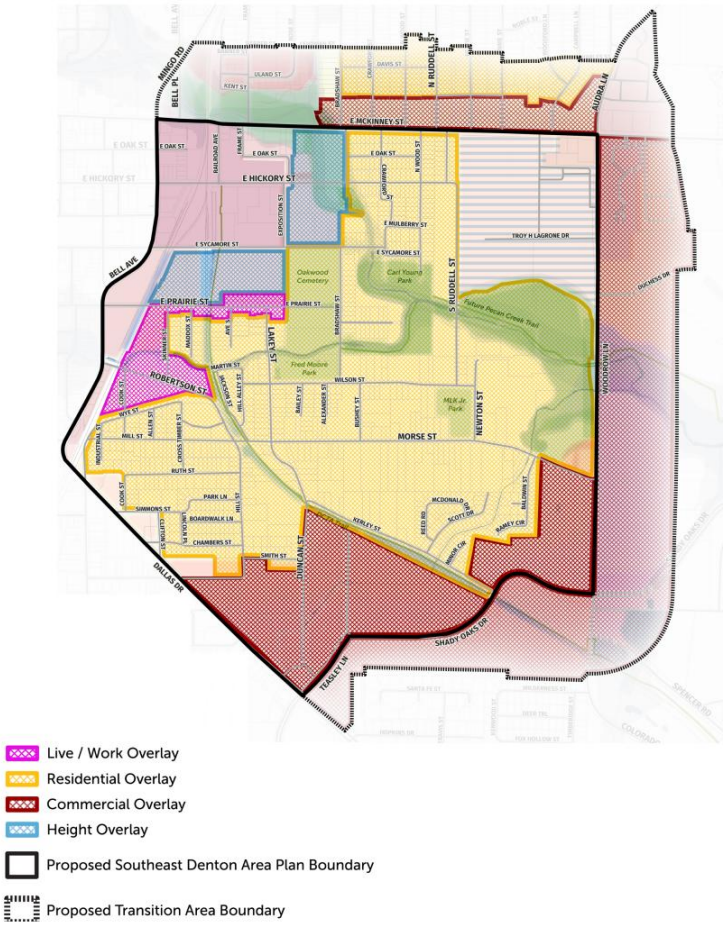
Southeast Denton Area Plan

Area plans are effective tools to define a community's vision and goals related to land use, neighborhood design, economic development, housing, mobility, parks, services, and infrastructure. To achieve the vision and goals, area plans also contain specific action steps which guide future land use decisions and public investments. Action steps can be varied and may include the following: capital investment prioritization to address infrastructure needs, incentive packages to encourage economic development, home loan grants to promote affordability, or zoning overlay districts to ensure appropriate land uses and neighborhood design. The Southeast Denton Area Plan was created through an in-depth planning process that took place from March 2023 to July of 2024. The SEDAP development process included 40 community engagement activities combined with current demographic, land use, economic, and mobility conditions. Engagement activities focused on the following:

- Delineating areas to be preserved,
- Delineating areas where change is appropriate,
- Listening to the community's concerns about how past practices negatively impacted Southeast Denton neighborhoods,
- Documenting the community's current concerns,
- Understanding long-time residents' fears about change and gentrification,
- Learning the community's hopes for the future,
- Validating data and analysis, and
- Receiving feedback on proposed strategies to ensure the final plan was an accurate reflection of the community's vision and goals.

Ultimately, SEDAP (approved by City Council in July 2024) contains six Goals, twenty Strategies, and fifty-three Actions. These Goals, Strategies, and Actions are provided as Exhibit 4. Since adoption, Staff and residents have focused on implementing the recommended actions to build trust with the community, achieve residents' vision, and reinforce the importance of long-term investment in this area of the City.

The current proposal is consistent with SEDAP **Strategy 4.1**: **Establish overlay districts to protect existing neighborhood scale and character** and the following recommended **Actions** (and as shown in the inset map, right):



- **Action 4.1.1**: Create a Residential Overlay District (yellow hatching) to maintain the scale and character of the neighborhoods while fostering community investment to create livable and inclusive neighborhoods for all who want to call Southeast Denton home. Overlay standards may include, but are not limited to, limiting height to two stories, allowing infill on small lots, requiring enhanced front elevations such as larger windows and covered porches.

- **Action 4.1.3**: Create a Live-Work Overlay District (pink hatching) that focuses on allowing small mom and pop retail such as bookstore, toy shop, coffee shop, music store, barber shop, hair salon/spa, small incubator space, resale clothing etc. in a portion of a single family home with a portion being used as a residence simultaneously. Require design standards from the residential overlay in Action 4.1.1 to be applied in this Live-Work Overlay also.

- Create a Height Overlay District that focuses on ensuring new development respects the scale of nearby homes and provides a gentle transition between residential and commercial areas.

Overlay districts do not change the existing zoning, rather, they sit on top of the existing zoning and can modify development scale, design standards, and uses for defined areas. The proposed Southeast Denton Overlay Districts include boundaries and regulations specific to the purpose of each district and the community's goals as outlined in SEDAP. It should be noted that the Commercial Overlay shaded in red in the map above and described in Action 4.1.2 of SEDAP is not included as part of this proposal. This overlay district will be brought forward at a future date and would be required to be adopted into the DDC through the public hearing process.

It should be noted that **overlay districts are a primary tool to implement the land use components of area plans** as reflected in the above listed actions.

PROPOSED SOUTHEAST DENTON OVERLAY DISTRICTS

A summary of the proposed regulations with a brief explanation is provided below. The full text of the DDC Subsections are attached as Exhibit 7, with the text of the proposed additions shown in blue and existing DDC text shown in black:

1. *Southeast Denton Residential Overlay District (SEDRO)*

The majority of Southeast Denton is comprised of low-density single-family neighborhoods, parks, churches, and schools; however, some vacant properties and large lots (which could be subdivided) create an opportunity for individual property owners to pursue infill development and redevelopment. **During the SEDAP planning process, residents and community members indicated protection of the scale, design, and density of the established low-density, single-family neighborhoods is a top priority**. Additional residential development would be welcome in Southeast Denton, provided that new development respected the scale, land use, and character of the established residential neighborhoods.

The current base zoning pattern (see Exhibit 3) provides some neighborhood protection, including the following:

- **Residential-4 (R4) District** requires a minimum lot size of 7,000 square feet, maximum building height of 40 feet and permits only single-family dwellings as a by right residential use (townhomes and duplexes require City Council approval of a Specific Use Permit through the public hearing process). This district governs most residential neighborhoods in Southeast Denton.
- **Residential 3 (R3) District** requires a minimum lot size of 10,000 square feet, maximum building height of 40 feet, and allows only single-family dwellings as a by right residential use. It is found in smaller residential sections of Southeast Denton primarily along Mill and Ruth Streets.
- **Residential 7 (R7) District** requires a minimum lot size of 4,000 square feet, maximum building height of 40 feet, and permits a variety of residential uses and some low intensity commercial uses. It is found along East Prairie Street and near Dallas Drive.
- **Mixed Use Neighborhood (MN) District** requires a minimum lot size of 2,500 square feet, maximum building height of 40 feet when adjacent to residential zoning or single-family or duplex uses (additional height allowed with City Council approval of a Specific Use Permit through the public hearing process), and a variety of residential and commercial uses. MN District can be found on Robertson Street and a tract near East Prairie and Skinner Streets.
- **Planned Development (PD) District** impacts developments with specialized regulations. They can also be found within limited pockets of the SEDRO boundary.

- **Public Facilities (PF) District** is intended for government, public, and quasi-public community uses and services with a maximum building height of 140 feet and no minimum lot size. PF District governs schools, government buildings, parks, Oakwood Cemetery, and some floodplain areas in Southeast Denton.

To achieve the desired neighborhood protection and require the design of all new developments to reflect the existing character of the community, the Southeast Denton Area Plan recommended **Action 4.1.1, Residential Overlay (SEDRO) District.**

The proposed SEDRO District covers approximately 375.94 acres and is not intended to actively encourage new development and does not include any modifications to minimum lot size, density, permitted uses or base zoning districts. Rather, its purpose is to specify how the front façade of new homes must look and is related to building height and architectural design only. It should be noted that property owners will maintain the right to develop or redevelop their property in accordance with the base zoning district as described above, albeit with additional regulations to ensure new structures blend in with the existing character and scale.

Southeast Denton Area Plan Action 4.1.1 includes several objectives to ensure the SEDAP goal to strengthen neighborhoods and housing affordability is met. These objectives include:

- Maintaining scale and character,
- Foster community investment, and
- Creating livable and inclusive neighborhoods.

A summary of the proposed regulations with a brief paragraph explaining how the recommendation meets the goals of the Southeast Denton Areas Plan and the objectives of Action 4.1.1 are provided below. The full proposed text of the DDC Subsections are attached as Exhibit 7:

New DDC Subsection 4.11.3, *SEDRO—Southeast Denton Residential Overlay*

- Applicability:
    - Construction of a new primary or accessory structure.
    - For expansion of an existing structure, the new/expanded portion of the structure shall only comply with the maximum height and roof form requirements.
    - Any structure, lot, and associated site feature lawfully existing within the boundaries of the SEDRO Subdistrict on the effective date of this overlay district shall be deemed a lawful structure, lot, or site feature.

  The intent of SEDRO District is twofold: first, ensure that new structures are compatible with the existing architecture and building scale, and second, verify that the height and form of additions or expansions match the scale of the neighboring homes. The purpose is not to penalize existing property owners or discourage property maintenance or renovations. Therefore, no SEDRO regulations apply to any lawfully existing structure, lot, or site feature. Additionally, the regulations for expansion are limited to only the maximum height and roof form to ensure the regulations do not unnecessarily impact the affordability of updating existing homes.

- Permitted uses: SEDRO does not change the permitted land uses outlined in Table 5.2-A or modify the base zoning of individual properties.

- Dimensional Standards
    - The maximum height for main dwelling: 30 feet (approximately two stories)
    - The maximum height for accessory structures: 20 feet (approximately one and one-half stories)

  During the SEDAP public engagement activities, residents indicated that taller building heights could negatively impact the community's built form and neighboring properties. Since the majority of Southeast Denton contains one-story homes, the proposal would reduce the current maximum building height to allow a compatible two-story home or a one and one-half story accessory structure.

- Design Requirements
    - All new homes must include:
        - Either a porch (25% of ground floor façade width and decorative columns), or a stoop (24 square feet)
        - Windows and doors on the front façade must be prominent and surrounded by decorative trim
        - Roofs shall be gabled, hipped, or a combination thereof
        - Plus two of the following architectural details:
            - Dormers
            - Projection window
            - Split garage doors (for front-facing garages)
            - Railing or low wall enclosing porch or stoop
            - Multi-pane or mission-style windows

Because the majority of homes in Southeast Denton were constructed over a 60-year timeframe, they include in a variety of architectural styles reflecting individual preferences and design trends in a given decade, including vernacular, bungalow, craftsman, and ranch. The proposed design requirements reflect the common architectural elements or themes which can be found in all of the representative styles and were written to be general enough to allow for personal taste, creativity, and/or affordability while encouraging consistency with the homes found in Southeast Denton.

For example, Southeast Denton is distinctive in that a large, covered porch can be found on nearly every home. Frequent use of porches creates a traditional streetscape that is not often found in mass-produced modern housing developments and sets the community apart with a rare sense of place. The proposed design requirements maintain the streetscape by requiring either functional front porches or stoops (a more cost-effective option) for all new homes.

2. *Southeast Denton Height Overlay District (SEDHO)*

Unlike the Residential Overlay, this proposed Height Overlay District (SEDHO) does not have a companion Action in the Plan, as it is straightforward and limited in scope. However, the location for this overlay was identified on Figure 32 – Proposed Overlays within the plan (shown above and in Exhibit 4). SEDHO encompasses 39.77 acres of land along E. Sycamore and Exposition Streets, and it is intended to limit the height of new construction in areas near the Denton County Transit Authority (DCTA) Transit Station to prevent the encroachment of downtown-style development in Southeast Denton. The Height Overlay will reduce the currently permitted development scale and intensity, requiring more compatible heights to minimize their impact.

Currently, the existing zoning would allow heights up to 65 feet in the Mixed-Use Neighborhood (MN) District and 100 feet in the Public Facility (PF) District. As proposed, the SEDHO would limit the height of any new construction within its boundary to a maximum of 40 feet. This proposal would not make any existing buildings nonconforming.

SEDHO does not include any changes to the permitted land uses outlined in Table 5.2-A or the zoning map and only serves to limit building height.

3. *Southeast Denton Live/Work Overlay District (SEDLWO)*

The SEDLWO encompasses approximately 27.58 acres and includes the properties along the north and south side of East Prairie Street between Oakwood Cemetery and the MKT Railroad, properties along the west side of Skinner Street, properties along the north and south sides of Robertson Street situated between Wye Street and the Stream PEC 4 drainage channel, and properties along the east and west sides of Cook Street north of Wye Street. Homes in Southeast Denton were often constructed for the families who resided in them, resulting in a variety of architectural styles reflecting individual preferences and design trends in a given decade, including vernacular, bungalow, craftsman, and ranch. Zoning within the SEDLWO area is primarily Residential-4 (R4) District, Residential 7 (R7), and Mixed Use Neighborhood (MN). While the majority of the lots are developed with residential uses, some vacant properties and large lots (which could be subdivided) creates an opportunity for infill development and redevelopment. Per the SEDAP, the Future Land Use Map indicates a mix of Neighborhood Mixed Use north of East Prairie Street, Moderate Residential west of Skinner Street, and Low Residential within the remainder of the area identified for the SEDLWO.

During the SEDAP planning process, residents and community members identified East Prairie Street as a hub for black businesses during a time in history when it was difficult, and sometimes impossible, for black businesses to occupy space anywhere else within the City of Denton. Today, the primary land use within this corridor is single-family residential, with just a few neighborhood-scaled nonresidential uses including a barber/beauty shop, restaurant, and religious assembly facilities. Participating residents and community

members indicated a desire to see this area restored as a local business hub, provided the overall goal of preserving the neighborhood character is also achieved. Post-adoption engagement also revealed a preference for a select list of nonresidential uses including restaurant, personal services, retail, administrative and medical offices, childcare, trade schools, self-services laundry facilities, and bank or financial institutions.

The Live/Work Overlay (SEDLWO) District was recommended as a tool to allow for small, locally owned and operated businesses to occupy existing structures in a way that is compatible with the neighborhood character and surrounding single-family residential land uses. Action 4.1.3 of the SEDAP specifies that this overlay district should allow for nonresidential uses "in a portion of a single-family home with a portion being used as a residence simultaneously", an attempt to both diversify the commercial options available to consumers within the community and offset the potential costs and risks associated with locating and operating out of a new separate space. However, Staff found that the practical implementation of a live/work dwelling unit invites more barriers than opportunities for many of the existing structures within this area of Southeast Denton.

Specifically, the DDC defines a live/work dwelling as a dwelling unit containing an integrated living and working space in different areas of the unit but specifies that the residential component of the unit be limited to 50% of the total gross floor area. Conversely, the International Building Code (IBC) specifies that the nonresidential component of the unit be limited to 50% of the total gross floor area and the International Fire Code (IFC) requires commercial fire suppression for all structures that could be considered a live/work dwelling per the IBC. These conflicting standards make it so that property owners seeking to operate a live/work dwelling unit in the City of Denton must comply with the relatively expensive requirements of the IBC and IFC applicable to mixed-use and commercial buildings regardless of how intense their proposed nonresidential use is. In some cases, these requirements make it so that it is more financially feasible to lease and operate out of a separate space rather than remodel an existing home. Additionally, recent DDC changes related to "home-based businesses" have made it easier for people to use their homes to operate their low-impact businesses as an accessory use to their residence throughout the City of Denton. Therefore, the proposed SEDLWO focusses less on allowing for the vertical mix of nonresidential and residential uses within the same building, but rather on permitting the stand-alone operations of a select list of land uses desired by the community and imposing standards that ensure the preservation of the neighborhood character and minimize impacts on the surrounding single-family residences. The proposed Sections were created out of consideration of both the existing land uses and the varying FLUM designations discussed above.

A summary of the proposed regulations with a brief explanation are provided below. The proposed text of the DDC Subsections are attached as Exhibit 7:

- Applicable to all sections:
    - Exemption from the current DDC requirement that live/work dwellings must utilize 50% of the structure for the nonresidential use
    - Limit hours of operation for all new nonresidential uses as follows:
        - Monday to Thursday – 8:00am to 8:00pm
        - Friday to Sunday – 8:00am to 10:00pm
        - Child Day Care (where permitted) – 6:00am to 8:00pm daily

      Note: The hours of operation shown here are Staff's original recommendation as drafted in Exhibit 7. The Planning and Zoning Commission made a recommendation to extend these hours, which is detailed in the hearing summary below.
    - Compliance with Denton Code of Ordinance Noise Standards
    - Uniform landscape compatibility buffer between all new nonresidential uses and existing residential uses to include:
        - 15-foot-wide landscape area

        - 8-foot-tall double-faced fence
    - Required compliance with SEDRO architectural standards for all new structures
- Section A (generally along E. Prairie Street):
    - Allow the following uses as stand-alone nonresidential uses subject to special land use standards, regardless of the underlying Zoning (see Exhibit 3) for full list of uses and standards):
        - Administrative office
        - Business/trade school
        - Child day care
        - Live/work dwelling
        - Personal services
        - Restaurant (without a drive-through)
        - General retail
        - Self-service laundry
- Section B (generally along Skinner Street norther of the stream):
    - Allow the following uses regardless of the underlying Zoning:
        - Child day care
        - Duplex dwelling
        - Triplex dwelling
        - Fourplex dwelling
        - Townhome dwelling
        - Live/work dwelling
- Section C (generally along Robertson Street):
    - Allow live/work dwelling units regardless of the underlying zoning

\Public Engagement/Feedback:
In addition to the public engagement associated with preparing the Southeast Denton Area Plan, staff conducted additional public engagement to ensure the proposed overlay regulations are consistent with the community's goals. Engagement included the following:

- Staff held a Block Party in March 2025 where staff conducted additional surveys to confirm the community's preferences for architectural features, building scale, and building placement. Staff believed it was important to do this additional targeted engagement to affirm the initial results received during developing the Plan and to verify which residential characteristics were most desired.
- Draft regulations for the overlay districts were displayed at the 2025 Juneteenth Celebration and the July 2025 Southeast Denton Neighborhood Association meeting to validate that the proposal adequately and accurately reflects the community's goals.
- Community Workshops were held to finalize the proposed regulations (advertised with door hangers, announcement at Southeast Denton Neighborhood Association (SEDNA) meetings).
    - Saturday, September 27 (in person at MLK, Jr. Recreation Center)—one attendee plus informal discussion with several community members
    - Thursday, October 2 (pop-up at American Legion Hall)—informal discussions with 5 to 6 community members
    - Friday, October 3 (virtual)—no attendees
- Community meeting for non-owner-occupied property owners (postcards to mailing address)—seven attendees
- Online surveys, both during the drafting of the regulations and as final validation
- Monthly presentations at SEDNA meetings
- Boards/flyers at MLK and American Legion

- Emails/calls with community members and property owners as needed

Staff also discussed the proposed overlay districts during three work sessions with the Planning and Zoning Commission during the summer and fall of 2025. The Agenda Information Sheets from these meetings are attached as Exhibit 5.

Due to the large number of text changes, the full proposed text of all three overlays are attached as Exhibit 7.

See Exhibit 2 for Staff Analysis.

PLANNING AND ZONING COMMISSION

April 8, 2026 Meeting

The first public hearing for the proposed SEDO Districts was held on April 8, 2026. At the meeting, Staff presented the proposal, including the background information and the proposed regulations. Seven members of the public spoke during the public hearing. The discussion from members of the public included the following topics:

- **General concern regarding the proposed overlay regulations and their intent.** Throughout the Southeast Denton Area Plan (SEDAP) public engagement process, residents shared that new residential and commercial development would be supported if it respected the scale and feel of the existing community. Therefore, the plan recommended a variety of Actions to support both neighborhood businesses and the character of established neighborhoods. Since most of the land area in Southeast Denton is privately owned, the City's most effective tool to guide and encourage the development and protection desired by the community is zoning. In this instance, SEDAP and the resulting overlay districts are intended to tailor design and use standards which accurately reflect the community's goals.
- **Impacts to affordability for existing residents of Southeast Denton.** Action 4.1.1 recommends a residential overlay for three reasons: to maintain neighborhood scale and character, foster community investment, and to create livable and inclusive neighborhoods. Given this mandate, affordability was an important consideration during the drafting of the SEDRO regulations. Therefore, the proposal mainly applies to new primary or accessory structures. The height limit and roof forms apply to expansions of existing homes, but otherwise no changes to existing homes are needed. This ensures that current residents and those who are seeking to purchase existing homes are not impacted by the SEDRO requirements.
- **Short-term rentals (STRs) in Southeast Denton.** While the proposed SEDO Districts do not include regulations related to STRs, the City recently updated the STR requirements to add a maximum cap of 1,000 and minimum separation of 100 feet between STRs in residential areas.
- **Impacts to the community's parking and traffic related to the Live/Work Overlay District**. The proposed Live/Work Overlay District includes regulations that new non-residential uses must provide onsite parking in accordance with the DDC parking ratios with a minimum of four on-site parking spaces required per non-residential use.
- **Concerns that the proposal is modifying the Southeast Denton Area Plan.** The proposal does not modify or amend the adopted Southeast Denton Area Plan. Rather, the overlays are a direct implementation of Actions 4.1.1, 4.1.3, and the Height Overlay as outlined in the plan.
- **Concern regarding the Live/Work Overlay boundary, particularly the area between the DCTA railroad tracks and Oakwood Cemetery**. The proposed boundary was defined during the Area Plan process, and Staff is not proposing to diverge from this approved boundary.
- **Limitation to the hours of operation in the Live/Work Overlay**. A speaker indicated that, for many residents and some community- and youth-serving uses, the proposed operating hours are not sufficient for the target customers and participants. As stated above, the restricted hours are

proposed to preserve the existing neighborhood character and are proposed out of respect for the neighboring single-family residential land uses.

At the close of the public hearing, the Planning and Zoning Commission discussed the proposal, public comments, and the concerns raised. Ultimately, the Commissioners voted to postpone the item to allow for one additional community meeting. Staff subsequently held a community meeting at the MLK, Jr. Recreation Center on May 18, 2026. Approximately 73 members of the public attended this community meeting, and many made similar comments and concerns regarding the general intent of the proposed overlay regulations, the applicability of the residential architectural standards, and the hours of operations proposed within the Live/Work Overlay. There were no new comments or concerns raised during this meeting that have not already been addressed within the proposed overlay standards.

May 27, 2026 Meeting
A second public hearing for the proposed SEDO Districts was held on May 27, 2026. Seven members of the public spoke during the public hearing. While most speakers were generally in favor of the SEDO Districts, there were specific concerns expressed by the community, including the following:

- A resident spoke about concerns with demographic changes in Southeast Denton and limited spaces and single-family homes for black residents and families.
- **SEDRO District**
    - One speaker indicated that the proposed maximum height of 30 feet is too tall, and one-story homes are most appropriate in Southeast Denton.
    - A speaker stated opposition to the SEDRO regulations because she believes they are too restrictive and the City should not regulate design elements. Her preference is for personal choice to dictate architectural design.
- **SEDLWO District**
    - Many speakers indicated their support for the proposed live/work overlay standards as it would allow for local business opportunities but expressed a desire to extend the proposed hours of operation permissions, especially as it relates to a currently proposed business on E. Prairie Street.

Following the public hearing, the Commissioners primarily discussed the nuances of extending the proposed hours of operations including the implications of enforcement and the process for special requests to extend hours of operations on a case-by-case basis, which Staff clarified would take the form of a hardship Variance request through the Zoning Board of Adjustment unless another process is identified within the text of the Overlay. Ultimately the Commission voted to approve the Southeast Denton Overlay Districts with modifications to extend the hours of operations for the entire Live/Work Overlay District.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
April 23, 2019	City Council	2019 Denton Development Code	Approved with an effective date of October 1, 2019
July 17, 2024	Planning and Zoning Commission	Southeast Denton Area Plan	Recommended Approval
July 23, 2024	City Council	Southeast Denton Area Plan	Adopted
May 28, 2025	Planning and Zoning Commission	Live/Work Overlay District Work Session	Provide feedback to Staff regarding proposed amendment

June 25, 2025	Planning and Zoning Commission	Residential and Height Overlay Work Session	Provide feedback to Staff regarding proposed amendment
October 8, 2025	Planning and Zoning Commission	Live/Work, Residential, and Height Overlays Work Session	Provide feedback to Staff regarding proposed amendment
April 8, 2026	Planning and Zoning Commission	Zoning Overlay (DCA26-0002)	Postponed
May 27, 2026	Planning and Zoning Commission	Zoning Overlay (DCA26-0002a)	Recommended approval with a modification to extend the hours of operation in the Live/Work Overlay District

OPTIONS

1. Approve
2. Approve with conditions
3. Deny
4. Postpone item.

RECOMMENDATION

The Planning and Zoning Commission recommended approval of the request with a modification to the Live/Work Overlay District to expand the permitted hours of operation as outlined below (7-0):

- Sunday – Thursday: 6:00am-10:00pm
- Friday – Saturday: 6:00am – 12:00am

Staff recommends **approval** of the Denton Development Code text amendments related the Southeast Denton Overlay Districts as presented in Exhibit 7 as the proposed amendments meet the established criteria for approval for Code Text Amendments as outlined in Section 2.7.4D of the DDC.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Current Zoning Map
Exhibit 4 - Southeast Denton Area Plan Recommendations
Exhibit 5 - Planning and Zoning Commission Work Sessions Agenda Information Sheets
Exhibit 6 - Proposed Overlay Boundaries
Exhibit 7 - Proposed DDC Subchapter 4 Amendments
Exhibit 8 - Notification Map and Responses
Exhibit 9 - Presentation
Exhibit 10 - Draft Ordinance

Respectfully submitted:
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Planning Director

Prepared by:

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Principal Planner

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Senior Planner

Staff Analysis
DCA26-0002a/SEDO

REQUEST:
This is a city-initiated Code amendment to add three new overlay districts to Denton Development Code (DDC) Subchapter 4 - Overlay and Historic Districts.

CONSIDERATIONS:
Section 2.7.4D of the DDC states that an application for a DDC text amendment may be approved upon consideration of the following criteria as to whether and to what extent the proposed amendment:

1. *Is consistent with the Comprehensive Plan, other adopted plans, and other city policies;*

   Throughout the most recent update to the City's comprehensive plan, the Planning and Zoning Commission and City Council emphasized area plans as a solution to address local challenges and an implementation priority. Additionally, Element 10 of the Denton 2040 Comprehensive Plan states that overlay districts are a primary tool to implement the land use components of area plans (page 10-11). Therefore, the Denton 2040 Comprehensive Plan includes numerous actions related to area plans and overlay districts:

   2.8.2 Establish Overlay Districts as a result of Area Plans that apply revised development standards tailored to specific centers and corridors.

   2.9.3 Identify and remove regulatory impediments to compatible infill and redevelopment. Consider zoning overlays, form-based codes, hybrid codes, and other code solutions to support compatible redevelopment and infill.

   2.17.1 Create and apply additional Area Plans to address challenges and enhance unique character areas.

   4.1.4 Work with community and neighborhood groups to identify areas that have significant community support for the formation of historic and conservation districts, or strong identification of cultural or neighborhood character to aid in development of Area Plans or local protection.

   4.12.1 Create Area Plans for established neighborhoods and future development areas to ensure adherence to urban design policy and preserve and enhance the character of distinct areas.

   4.12.3 Partner with and collaborate with the community in the formulation of Area Plans to ensure their reflection of neighborhood character and priorities in future development.

   4.12.5 Adopt Overlay Districts following the creation of Area Plans as needed to ensure that appropriate guidelines are followed.

7.16 Establish Overlay Districts to apply revised development standards tailored to specific centers and corridors.

7.8.5 Couple neighborhood conservation strategies with local Historic Districts, Historic Conservation Districts, and Neighborhood Stabilization Overlay policies

Additionally, the proposed amendments are consistent with the goals, strategies, and actions outlined in the following adopted plan:

Southeast Denton Area Plan:
Strategy 4.1: Establish overlay districts to protect existing neighborhood scale and character and the following recommended Actions

As discussed in Exhibit 1, the proposed overlay districts are consistent with Strategy 4.1 and implement the Actions outlined in Strategy 4.1:

- **Action 4.1.1**: Create a Residential Overlay District (yellow hatching on Figure 32 in Exhibit 4) to maintain the scale and character of the neighborhoods while fostering community investment to create livable and inclusive neighborhoods for all who want to call Southeast Denton home. Overlay standards may include, but are not limited to, limiting height to two stories, allowing infill on small lots, requiring enhanced front elevations such as larger windows and covered porches.

  The proposed Residential Overlay District has been designed to address the scale and character elements listed in SEDAP, including limiting height, requiring enhanced front elevations, and covered porches.

  At this time, the proposal does not include regulations to encourage infill on small lots. During public engagement activities associated with the overlay districts, the community indicated it was not in favor of decreased setbacks in order to remove barriers to development on smaller lots. Therefore, SEDRO only includes the design-related regulations endorsed by the community.

- **Action 4.1.3**: Create a Live-Work Overlay District (pink hatching on Figure 32 in Exhibit 4) that focuses on allowing small mom and pop retail such as bookstore, toy shop, coffee shop, music store, barber shop, hair salon/spa, small incubator space, resale clothing etc. in a portion of a single family home with a portion being used as a residence simultaneously. Require design standards from the residential overlay in Action 4.1.1 to be applied in this Live-Work Overlay also.

  The proposed Live/Work Overlay allows for these types of neighborhood-scale nonresidential uses, which would be required to follow the design standards of the Residential Overlay.

- Create a Height Overlay District (blue hatching on Figure 32 in Exhibit 4) that focuses on ensuring new development respects the scale of nearby homes and provides a gentle transition between residential and commercial areas.

The current zoning pattern in Southeast Denton is a progression from the Residential Districts (R3, R4, R7, PD) in the residential areas to Mixed Use Neighborhood (MN) District in areas previously developed with commercial and industrial uses. The community has indicated that building height is a concern, as taller buildings could overwhelm the existing neighborhoods and residential streets. Therefore, the proposed Height Overlay District reduces the maximum height for new construction from 65 feet to 40 feet, an overall reduction of 25 feet. This proposal will allow a gentle height transition from a maximum of 30 feet in residential areas to 40 feet in the adjacent commercial district.

2. *Does not conflict with other provisions of this DDC or other provisions in the Municipal Code of Ordinances;*

   The proposed overlay districts do not conflict with other provisions of the DDC and aims to implement the Southeast Denton Area Plan and address community concerns.

3. *Is necessary to address a demonstrated community need;*

   This proposed city-initiated overlay districts are needed to support the community's desire to protect their neighborhoods and allow appropriate commercial development as demonstrated during the extensive public engagement conducted for the creation of the Southeast Denton Area Plan.

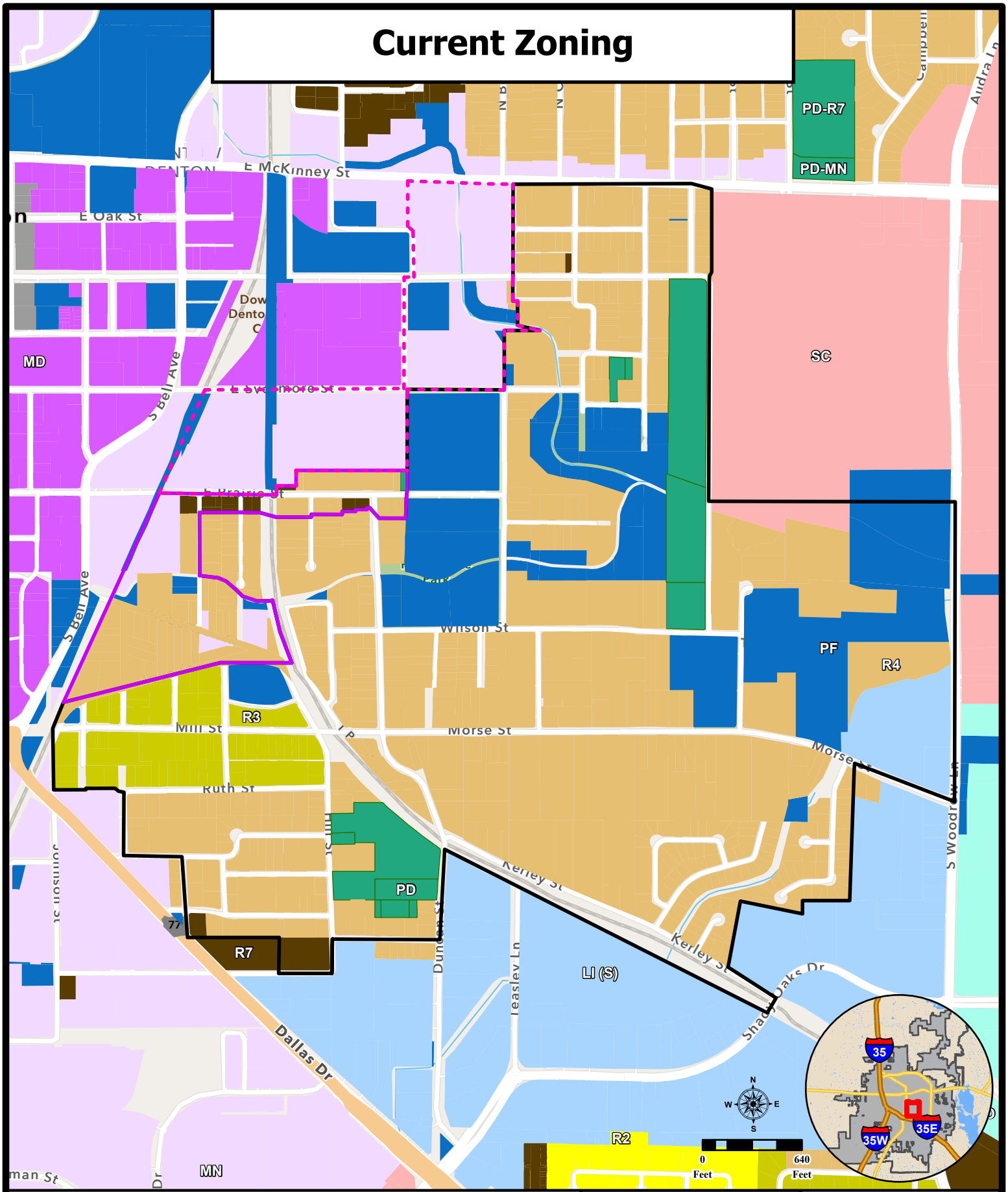
4. *Is necessary to respond to a substantial change in conditions and/or policy; and*

   The proposal is intended to implement three recommended Actions in the adopted Southeast Denton Area Plan.

5. *Is consistent with the general purpose and intent of this DDC.*

   The proposed Code amendments are consistent with the general purpose and intent of the DDC.

Current Zoning



Legend

- Height Restriction Overlay
- Live Work Overlay
- Residential Overay

Current Zoning

- R2 - Residential
- R3 - Residential
- R4 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- PF - Public Facilities
- PD - Planned Development
- OVERLAY

Spatial Reference: *NAD 1983 StatePlane Texas North Central FIPS 4202 Feet*
Author: *Development Services GIS - 2930105*
Date: *3/30/2026 12:24 PM*

This information is solely for general reference and is not to be relied upon for legal, engineering, or surveying purposes. It does not replace an on-site survey and provides only an approximate location of property boundaries. While every effort has been made to ensure accuracy, no guarantee is implied. The use of this map indicates acknowledgment that the data may not be entirely accurate.

CITY OF DENTON
Inclusion • Collaboration • Quality Service
Strategic Focus • Fiscal Responsibility

RECOMMENDATIONS

Recommendations provide the broad picture of how to achieve the envisioned future of SEDAP. It lays out the desired outcomes and goals that emerged as the direct result of existing conditions analysis, and community and stakeholder engagements. Specific strategies and action steps are identified to achieve each of the goals. Future land use map and mobility networks are a major component of the SEDAP recommendations.



Desired Outcomes

Community outreach culminated in a plan that celebrates the cohesiveness of this community by focusing on the following desired outcomes:

1. Southeast Denton will receive its fair share of political, economic, and social investment from the city to repair past harms.
2. Southeast Denton is a multicultural and diverse community that continues to celebrate its Black cultural roots.
3. The Southeast Denton community has strong, connected neighborhoods whose residents desire a variety of housing types and pricing options to allow a diverse range of ages and incomes to call this area home.
4. Southeast Denton will have a safe, accessible, and connected network for all modes of travel (pedestrians, bicyclists, transit, automobiles) to travel within and outside the neighborhood.
5. Southeast Denton residents will be able to enjoy public spaces and amenities (parks, programming, activities) that are equitable with the public spaces and amenities found elsewhere in Denton and the metroplex in quality, access, and availability.

Goals

The recommended strategies and actions are based on five goals derived from the feedback received from the community during an extensive public engagement process (see Community Engagement Chapter). The goals for the Southeast Denton study area plan are:

1. Build trust within the community and with the City as a whole
2. Honor the culture and heritage of Southeast Denton
3. Invest in economic prosperity
4. Strengthen neighborhoods and housing affordability
5. Elevate the quality of public amenities and infrastructure
6. Create a safe and connected, multi modal travel system



GOAL 1: BUILD TRUST WITH THE COMMUNITY AND WITH THE CITY AS A WHOLE.

The trauma of forcible relocation of Quakertown in 1923, negative impacts of land use decisions in and around the neighborhood, and lack of equitable public investment over the years compared to other parts of Denton have created a multi-generational distrust of local government in the Southeast Denton community. The recent development of new, higher density residential and mixed-use projects around the edges of the study area combined with a lack of communication and information flow between the city departments and the residents has fueled the fears of another forced displacement for the residents of Southeast Denton. The strategies in this section are focused on building community trust and partnership with the City to implement the vision articulated in this Plan.

STRATEGY 1.1: DEVELOP AND IMPLEMENT AN ANTI-DISPLACEMENT ACTION PLAN SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA TO SUPPORT HOUSING STABILITY FOR BOTH RENTERS AND HOMEOWNERS.

Anti-displacement plans are used in neighborhoods experiencing rising rents and home prices by protecting existing residents and giving them more time and ability to choose if or where to move. Anti-displacement action plans offer tools and programs to anticipate and respond to displacement pressures from rising rents and home prices in Southeast Denton.

- **Action 1.1.1**: Budget funds to help support the tenant-based eviction prevention program with legal representation to forestall eviction.
- **Action 1.1.2**: Develop a series of pre- approved Accessory Dwelling Unit (ADU) designs for common lot sizes and existing ADU requirements to help homeowners speed development review and construction process.
- **Action 1.1.3**: Amend the Denton Development Code to remove minimum parking requirements for Accessory Dwelling Units.
- **Action 1.1.4**: Increase home repair and modification loans/grants to low-income homeowners in Southeast Denton to help homeowners address code violations, reduce energy costs, and create safe and age-friendly homes.
- **Action 1.1.5**: Collaborate with the Denton Central Appraisal District (Denton CAD) to ensure equitable appraisal methodologies provide market value based on the age and condition of individual homes and by raising the homestead, disabled person, and over age 65 exemption rates to the state limit for municipalities.

STRATEGY 1.2: CREATE A SOUTHEAST DENTON COMMUNICATION STRATEGY SPECIFIC TO SOUTHEAST DENTON STUDY AREA.

A communication strategy is a plan that outlines how the City will communicate with Southeast Denton residents. It includes a set of goals and objectives, key messages, communication channels, tactics, and metrics to measure the success of the communication efforts. Effective communication is vital for building trust, encouraging citizen compliance, and can help City staff build understanding and support between the City Hall and Southeast Denton residents.

- **Action 1.2.1:** Create a consistent city-wide communication strategy for all departments to follow.
- **Action 1.2.2**: Develop communications materials that include visual descriptions in addition to concise writeups and is distributed through validators, ambassadors, and influencers that have the trust of the community.

STRATEGY 1.3: DEVELOP A PROGRAM TO RECRUIT MORE PARTICIPANTS FOR THE DENTON 360 PROGRAM FROM SOUTHEAST DENTON STUDY AREA.

Denton 360 is a citizen leadership academy designed to create better informed and engaged residents by introducing them to the innerworkings of local government empowering them to participate more actively in decision- making. Despite historic program success, Southeast Denton residents have rarely been involved in Denton 360. Recruiting more Southeast Denton residents in Denton 360 will improve residents' understanding of local government and City staff's knowledge of community issues and concerns. This collaboration can improve the lines of communication and relationship between Southeast Denton residents and the City Hall.

- **Action 1.3.1:** Identify barriers to Southeast Denton resident participation in Denton 360 and implement a redesigned program, specially targeted towards younger generations (under 40 years old).

GOAL 2: HONOR THE CULTURE AND HERITAGE OF SOUTHEAST DENTON.

In addition to the fear of displacement, the residents of Southeast Denton also fear that the social and physical changes in the area will soon lead to residents and visitors no longer being able to recognize the place and people that once called this area home. Southeast Denton is home to the descendants of families who settled here after being forcibly removed from nearby Quakertown. This community has planted deep roots in Southeast Denton despite the painful history and the decades of injustices that followed. These roots have made this community rich with culture and pride. The strategies in this section focus on honoring and preserving the historically significant memories and culture that has defined this area for over a century.

STRATEGY 2.1: USE HISTORIC PRESERVATION TOOLS AND PROGRAMS, ESPECIALLY CONSERVATION DISTRICTS TO RECOGNIZE THE BUILT ENVIRONMENT AND THE FAMILIES WHO CREATED IT.

Individual historic landmarks and conservation districts are tools that preserve the exterior character or aesthetics of a structure. Historic landmark designation can protect vital historic assets in an area from threats such as encroaching development and disrepair. Historic assets can be protected at the national, state, or local level. A conservation district is a zoning tool to preserve the neighborhood's sense of place through architectural standards, development standards and special zoning provisions.

- **Action 2.1.1:** Conduct a historic resource survey of historic assets that are not yet locally designated, particularly the long-standing churches and original homes.
- **Action 2.1.2:** Hold workshops to educate residents on the benefits of historic landmark designation and conservation district designation as well as help property owners pursue historic landmark status on their property.
- **Action 2.1.3:** Apply for state and federal funding opportunities for churches, homes, and commercial properties, including Certified Local Government grants and African American Cultural Heritage Action Fund provided through the National Trust for Historic Preservation.

STRATEGY 2.2: DEVELOP AND IMPLEMENT A SOUTHEAST DENTON HISTORY AND CULTURAL ROOTS PRESERVATION PROGRAM TO RECOGNIZE THE CULTURE AND THE FAMILIES WHO CREATED IT.

A preservation program for Southeast Denton would ensure that whatever demographic changes occur in the future, the physical environment will preserve and maintain remembrance of the area's cultural roots. Harlem in New York is a good example of maintaining the Black roots and history of an area. Maintaining a connection to the past also provides a sense of unique identity, inclusion, and belonging to the entire community.

- **Action 2.2.1:** Review, amend, and implement the Original Denton Cultural District boundaries to reflect the Southeast Denton Study Area and the Downtown Area separately.
- **Action 2.2.2:** Create Southeast Denton Cultural District that acknowledges the community's cultural roots by preserving, restoring, and developing physical and culturally significant elements of the area.
- **Action 2.2.3:** Activate the new Southeast Denton Cultural District through various activities such as a Heritage Walk, a cultural map, special signage, crosswalks with mural designs at intersections in the District, an archival event with the community to gather and document oral histories and displaying these at the American Legion Hall and/or MLK Jr. Recreation Center.

GOAL 3: INVEST IN ECONOMIC PROSPERITY.

The main purpose of the strategies and actions in this section is to help create and keep the wealth in Southeast Denton and kickstart and advance larger investments or broader organizational/community goals. A mix of people-based and place- based economic development helps to maintain the close-knit community culture and character and ensures that Southeast Denton has a physical environment that fosters active businesses, access to jobs, and growth opportunities.

STRATEGY 3.1: DEVELOP AND IMPLEMENT PEOPLE-BASED ECONOMIC DEVELOPMENT SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA.

People-based strategies strengthen small businesses, provide needed social services, and concentrate on building capacity. These strategies acknowledge the realities of community members' lives, including a need for flexible daycare opportunities, workforce education, mentoring opportunities, support for young people, and crime reduction and safety.

- **Action 3.1.1:** Amend regulatory barriers for home-based businesses, for example, by removing the Specific Use Permit (SUP) requirement for small Family Home Day Cares in residential districts.
- **Action 3.1.2:** Provide financial assistance to reduce Stoke (Stoke provides workspace, office amenities and a supportive, resourceful community for startups, entrepreneurs, remote workers, freelancers, small businesses, and tech-enabled companies and provides programming and events to foster growth and collaboration) membership costs and market this and other opportunities such as maker spaces, pop-up markets, and events available to entrepreneurs and small businesses to Southeast Denton residents.

STRATEGY 3.2: DEVELOP AND IMPLEMENT PEOPLE-BASED ECONOMIC DEVELOPMENT SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA.

Place-based economic development activities focus on supporting the built environment of an area by enhancing buildings, infrastructure, and other physical improvements in the area to improve the lives of all of the people who live and work there. These strategies provide suitable spaces for small businesses to incubate, offer gathering spaces for people to exchange ideas, and activate new clusters of economic activity.

- **Action 3.2.1:** Create economic development incentive packages, including Tax Increment Financing (TIF), Chapter 380 grants, and property tax abatement, to support these activities and to draw small fresh-foos stores or full-service grocery store chains to Southeast Denton.
- **Action 3.2.2:** Re-imagine underutilized light industrial space in Southeast Denton, especially along the southern border of the study area by amending the future land use plan to expand the Community Mixed Use land use and adding a commercial zoning overlay.
- **Action 3.2.3:** Identify vacant commercial buildings or sites to repurpose the space to: establish a market using parking lots or park property to allow food trucks, craft vendors, small businesses, and kiosks to allow start-up businesses to foster a loyal client base before making larger investments; and/ or create off-site commercial kitchens in a re-imagined business incubator space to establish new restaurants, bakeries, or packaged food creators; and/or initiate a grocery co-op, community gardens, community kitchens, and/or fresh food pantries by working with non-profits in the area.
- **Action 3.2.4:** Amend the Downtown Tax Increment Finance (TIF) District (TIRZ #1) Financing Plan to include TIF funding for portions of Southeast Denton because the stability of Southeast Denton is vital to the success of the eastern portion of the Downtown TIF district. Such funding should include home repair and homebuyer assistance and additional pedestrian facilities to connect Southeast Denton to downtown, street trees, etc. (TIF funding may be used outside the TIF district for affordable housing and pedestrian linkages into the district).

STRATEGY 3.3: ESTABLISH A NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) TO SPUR COMMUNITY INVESTMENT, REDUCE TAXES, AND INCREASE AFFORDABLE HOUSING AND ECONOMIC OPPORTUNITIES IN SOUTHEAST DENTON.

In a NEZ area the City can encourage actions such as renovation and new construction of affordable housing, investing in a new business, or improving commercial space in exchange for development fee reimbursements, property tax abatements, and sales tax refunds. This helps to lower the financial burden on the property owner in the first few years after the investment.

- **Action 3.3.1:** Create a NEZ program statement, including the purpose of the program, the benefits of the zone, participation requirements, and compliance criteria.
- **Action 3.3.2:** Designate a NEZ boundary and follow steps Sec. 380.003 in Chapter 378 of the Texas Local Government code to establish a NEZ in Southeast Denton, including required public notice and hearings. Implement and market the NEZ by creating application materials, a procedure manual, and a guidebook for applicants and create outreach material to encourage participation in the program.

GOAL 4: STRENGTHEN NEIGHBORHOODS AND HOUSING AFFORDABILITY.

The main purpose of the strategies and actions in this section is to maintain the existing character of the neighborhoods, reduce speculation and help keep the rate of land value growth from rising too fast, and prevent encroachment of large-scale downtown-style developments in Southeast Denton, and help existing homeowners stay in their homes.

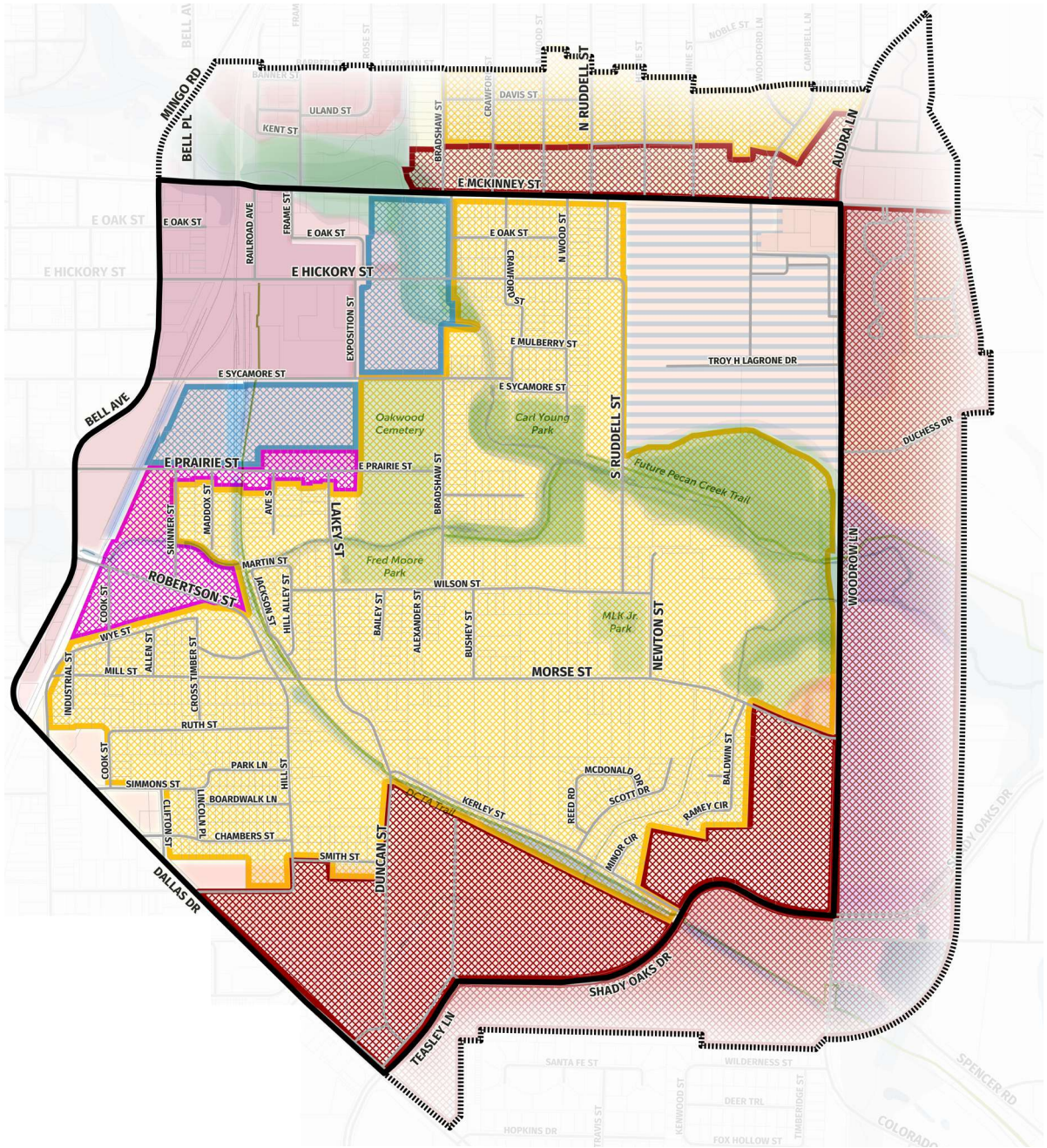
STRATEGY 4.1: ESTABLISH OVERLAY DISTRICTS TO PROTECT EXISTING NEIGHBORHOOD SCALE AND CHARACTER.

Overlay districts work in conjunction with the underlying zoning district to provide additional regulations in a designated area. These districts can limit height, allow additional uses, require a higher design standard, adjust parking regulations, or anything else normally regulated through zoning. Southeast Denton residents' welcome new development in the area if it respects the scale and feel of the existing neighborhood, such as moderately sized single-family homes, duplexes, triplexes, small apartment buildings, and pocket neighborhoods clustered around a central courtyard or green space. limit the scale, design, and urban pattern of developments/ redevelopments in Southeast Denton.

- **Action 4.1.1:** Create a residential overlay district as shown in Figure 32 to maintain the scale and character of the neighborhoods while fostering community investment to create livable and inclusive neighborhoods for all who want to call Southeast Denton home. Overlay standards may include, but are not limited to, limiting height to two stories, allowing infill on small lots, requiring enhanced front elevations such as larger windows and covered porches.
- **Action 4.1.2:** Create a commercial overlay district as shown in Figure 32 that focuses on walkable neighborhood design and uses, including, but not limited to, limiting building height, removing barriers to redevelop smaller infill lots, reducing parking and requiring it to be located behind buildings, requiring enhanced front elevations such as larger windows and pedestrian-scaled entrances, and ensuring larger tracts include a well-defined, walkable transportation network.
- **Action 4.1.3:** Create a live-work overlay district as shown in Figure 32 that focuses on allowing small mom and pop retail such as bookstore, toy shop, coffee shop, music store, barber shop, hair salon/spa, small incubator space, resale clothing etc. in a portion of a single family home with a portion being used as a residence simultaneously. Require design standards from the residential overlay in Action 4.1.1 to be applied in this live-work overlay also.

FIGURE 32. PROPOSED OVERLAYS

Source: HDR



STRATEGY 4.2: ADJUST THE PROPOSED FUTURE LAND USES IN THE DENTON 2040 COMPREHENSIVE PLAN FOR SOUTHEAST DENTON TO MATCH THE FUTURE LAND USES SHOWN IN FIGURE 33 AND IMPLEMENT THESE LAND USE RECOMMENDATIONS THROUGH REZONING.

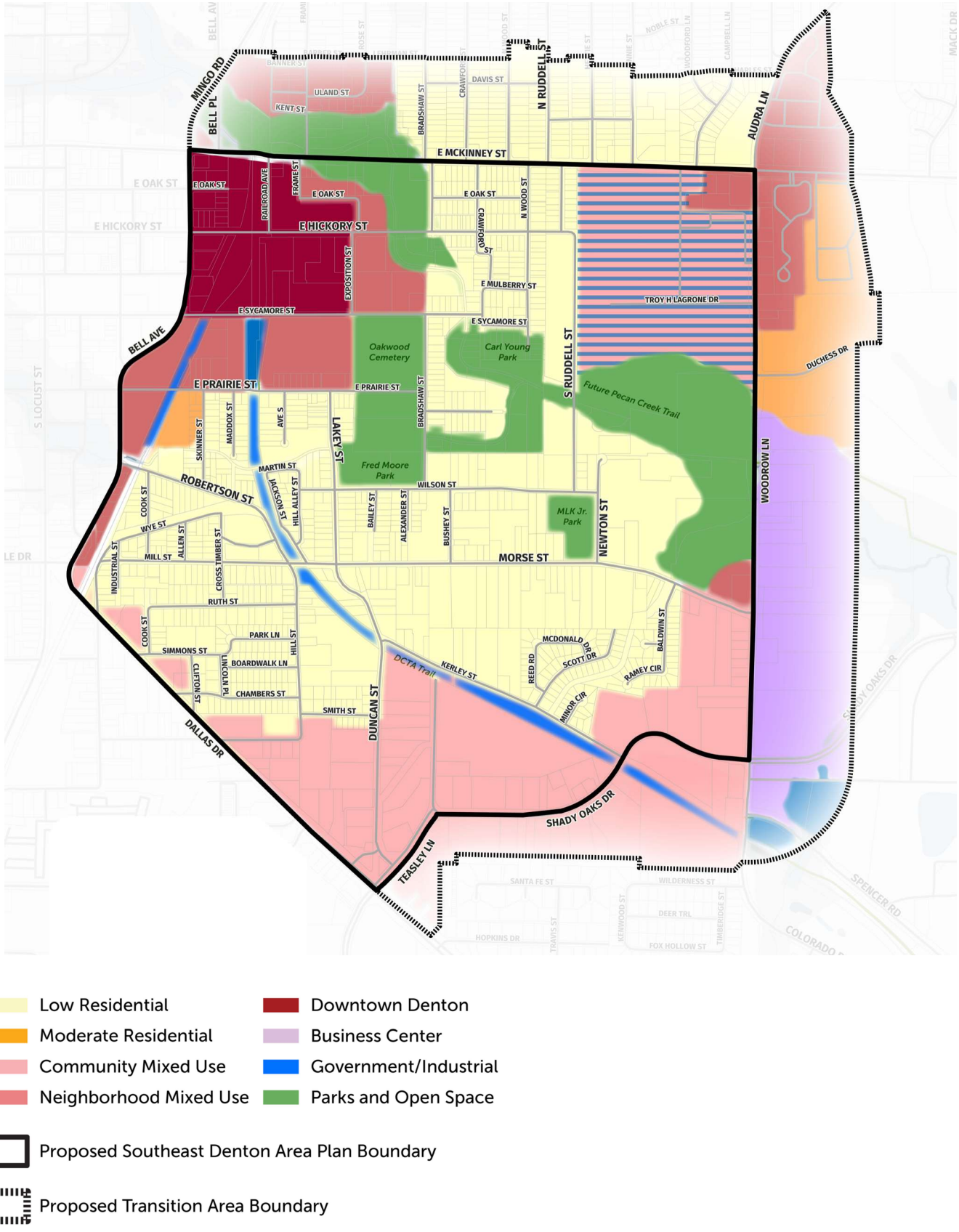
The purpose of small-area plans is to further refine the future land uses recommended in the citywide Denton 2040 Comprehensive Plan to a specific area to align future development/redevelopment with each community's specific needs. The actions below will ensure that in addition to allowing all people that wish to live in Southeast Denton can afford to do so, future developments will be compatible with the existing areas that the community wishes to preserve.

- **Action 4.2.1:** Rezone the existing Light Industrial zoned areas in the south portion and the existing Suburban Corridor zoned area in the northeast portion of the study area (See Figure 15) to be compatible with the community mixed use description in the Denton 2040 Comprehensive Plan.
- **Action 4.2.2:** Coordinate with Denton County on facility planning efforts to ensure land uses and design of the County property is compatible with surrounding neighborhoods.
- **Action 4.2.3:** Rezone a portion of the existing Mixed Use Neighborhood zoning east of the railroad to Moderate Residential zoning to allow transition to low density residential areas, and add a height overlay to the Mixed Use Neighborhood zoning as shown in Figure 32 to allow compatible transition between the Downtown Core zoning height requirement and the new residential/commercial overlay district height limits.
- **Action 4.2.4**: Rezone the Light Industrial zoned area at the northwest corner of the Morse Street and Woodrow Lane to Neighborhood Mixed Use zoning.



FIGURE 33. PROPOSED FUTURE LAND USE PLAN

Source: HDR



STRATEGY 4.3: ESTABLISH A NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA) IN SOUTHEAST DENTON STUDY AREA.

NRSAs help ensure revitalization efforts (such as increased home ownership, home repair programs, economic development efforts, and additional investment in the NRSA) work together to benefit the existing low- and moderate-income residents of the NRSA. The key benefit of establishing a NSRA is that it offers significant additional flexibility in the federal Housing and Urban Development's (HUD's) otherwise stringent Community Development Block Grant (CDBG) regulations. They also allow cities to use CDBG grants to focus efforts in a geographically specific area. CDBG funds can be used for housing construction and rehabilitation, public facilities improvements, homeownership assistance, economic development assistance, and other similar uses.

- **Action 4.3.1:** Draft and submit an NRSA application to HUD and develop involvement from other organizations as part of the NRSA application leverage requirement.

STRATEGY 4.4: INCREASE ACCESS TO CAPITAL IN SOUTHEAST DENTON STUDY AREA BY CREATING A CONSORTIUM OF BANKS FOR MORTGAGE LENDING.

This is a market-based approach to improving lives in Southeast Denton and requires very little City financial investment. This would be a proactive effort to prevent predatory lenders and encourage investment in Southeast Denton study area that historically has not had equitable access to banks and finance. This strategy would signal that Denton has a culture of encouraging banks to increase access to the capital needed for Southeast Denton and its residents to thrive.

- **Action 4.4.1:** Establish a community investment committee that is responsible for working with bankers and lenders to establish equitable lending practices for housing and small businesses.

STRATEGY 4.5: COORDINATE WITH DENTON INTERDEPENDENT SCHOOL DISTRICT (DISD) TO ENSURE THE SOUTHEAST DENTON STUDY AREA SCHOOLS SERVE AS NEIGHBORHOOD SCHOOLS.

Neighborhood public schools have the potential to be the centers of their community, to be the driving force of a prosperous community, and serve as anchor institutions in their communities, by hosting various sporting events, theater performances, and community-directed events. The closer a student lives to their school, the more access the parents will have to the resources at that school. Families who currently don't have the time or resources to travel to their children's distant schools, will have the ability to participate in their education if they go to a school within the neighborhood. With increased access to the schools, parents will become more involved. Families will become interwoven through their strong neighborhood public schools. As the students begin to develop life-long relationships through their neighborhood schools, the parents will also develop strong relationships. The relationships developed in school will create stronger family ties within the neighborhood, ultimately leading to an environment of communal cohesion and trust.

- **Action 4.5.1:** Work with DISD to adjust the attendance zone boundary for Rivera Elementary School to include the entire Southeast Denton study area to ensure that Southeast Denton families have a neighborhood school allowing the residents to save time and strengthen community bonds.

GOAL 5: ELEVATE THE QUALITY OF PUBLIC AMENITIES AND INFRASTRUCTURE.

Public amenities and infrastructure are a crucial factor in determining the quality of life for residents in a community. Neighborhood scale built environment can contribute to health, well-being, and happiness of the residents. Therefore, public amenities and infrastructure such as parks, open, natural, and green spaces, design of roadways and buildings that is based on improving participation and engagement, access, identity, safety, and inclusion enhances social interactions, leisure, health and safety in a neighborhood. This ultimately leads to subjective well-being and a higher quality of life for the entire community.

STRATEGY 5.1: UPGRADE THE EXISTING PARKS IN SOUTHEAST DENTON TO HIGHER-QUALITY PARKS.

Incremental (short-, mid-, and long-term) improvements to existing parks and facilities can improve aesthetics of an area and create a welcoming environment. Together, these increase opportunities for the community to gather outside, recreate, and engage in fitness activities, and they signal that a place is well-loved and cared for. Southeast Denton has two parks, two recreation/ community centers, publicly owned open space, and creeks running through the neighborhood. The MLK, Jr. Center and the American Legion Hall Senior Center are well-used local hubs of programming and activity. These existing amenities offer opportunities for beautifying Southeast Denton and adding to the recreational green space. Improvements that: add accessibility, increase safety/comfort, provide a variety of activities and experiences that appeal to a variety of users, and use park design and programming reflecting the culture and interests of community members will lead to a higher-quality parks system in Southeast Denton.

- **Action 5.1.1:** Implement key recommendations and action items in the 2022 Parks, Recreation, and Trails System Master Plan, improve existing parks, senior center, and recreation center in Southeast Denton, and improve access to regional facilities to serve some of the program needs in Southeast Denton.

STRATEGY 5.2: ENHANCE THE PHYSICAL QUALITY OF PUBLIC INFRASTRUCTURE THROUGH STORMWATER MANAGEMENT SYSTEMS IN THE SOUTHEAST DENTON STUDY AREA.

Southeast Denton's abundant green space, trees, and creeks provide an opportunity for the city to improve stormwater management and add to the City's park space at the same time. Developing stormwater management infrastructure in the area using design elements that serve as both utility and amenity such as rain gardens, bio swales, culvert removal, reintroduction of native vegetation and animals and nature reconnection and restoration will ensure that development reduces rather than exacerbating existing flooding and drainage issues in the area.

- **Action 5.2.1:** Create a stormwater management plan for the Southeast Denton area to address erosion, ponding, and stream bank issues by identifying streets, parks, and open spaces with severe erosion or ponding issues.
- **Action 5.2.2:** Update the relevant design manuals and ordinances to require projects to incorporate smaller-scale green stormwater and bio-infrastructure and identify techniques to restore the natural function of the Pecan Creek.
- **Action 5.2.3:** Purchase additional property near Pecan Creek to add to the City's inventory of park space and protect the trees to help mitigate the impacts of stormwater.
- **Action 5.2.4:** Facilitate environmental education programs to raise awareness about water quality by conducting an annual or biannual cleanup day for parks and creeks.

STRATEGY 5.3: ENHANCE PROGRAMMING AND CITY-SPONSORED EVENTS IN EXISTING PARKS AND RECREATION CENTERS IN SOUTHEAST DENTON.

Park programming is a way to increase the functionality of a park by making the space more effective and increasing usage by providing memorable experiences for everyone. In addition to improvements like interactive playgrounds, inclusive play structures, splash pads, outdoor fitness, etc. community events bring a community together for holidays or celebrations and create an avenue for a collaborative and inclusive interaction among the diverse populations and cultures. In addition to providing access to interim entertainment for the residents, hosting events and festivals in Southeast Denton would lead to capture of labor spend, increase in temporary labor hours, and increase in sales tax receipts. All these benefits can also help repair the perceptions in and around the study area both within Southeast Denton and the region.

- **Action 5.3.1:** Enhance existing gazebo/amphitheater and/or install a stage at Fred Moore Park and/or the MLK Jr. Recreation Center to show films from the Denton Black Film Festival and collaborate with the Storytelling, Blues, and Arts & Jazz Festivals to be hosted in Southeast Denton Parks as neighborhood events.
- **Action 5.3.2:** Improve collaboration between the Juneteenth Festival organizers and the Southeast Denton community to add oral history and storytelling at the Juneteenth events to ensure that keepers of local history have an opportunity to share that history before it is lost.
- **Action 5.3.3:** Offer small community grants to community leaders and organizers to host block parties and markets within the Southeast Denton community. These events could be around a season (i.e. Spring Fest or Fall Carnival) or they can be held around specific holidays and celebrations (i.e. MLK Day Festival, Cinco de Mayo, Hispanic Heritage Month, Earth Day Festival, Black History Month Kick Off, etc.)

GOAL 6: CREATE A SAFE AND CONNECTED, MULTI-MODAL TRAVEL SYSTEM

Transportation facilities provided within the street shape mobility and travel decisions, directly and indirectly impacting environmental quality, public health and safety, and quality of life. The type of travel system in an area can help create community wealth, foster inclusive growth, and maintain a character and culture, where people feel connected. The strategies for this goal focus on providing a more robust, connected roadway network in Southeast Denton that will differentiate between streets through adjacent land uses, and roads which are multimodal facilities that consider the context of the place and the function of the road, whether this be sidewalks, bicycle facilities, or transit integration.

STRATEGY 6.1: IMPROVE STREET NETWORK TO PRIORITIZE CONNECTIVITY AND MULTI-MODAL CONNECTIONS.

An improved street network would allow residents to choose from various modes of transportation, make navigation across Southeast Denton safer for people, especially children and people with disabilities, reduce carbon emissions by encouraging active modes of transportation (walking, biking, public transit), beautify the community, and help to spark economic growth by giving context to commercial developments next to the roadways.

- **Action 6.1.1:** Evaluate changing the existing street cross sections for Hickory Street, Morse Street, Duncan Street, Lakey Street, and Roberston Street. Also evaluate improvements along Bell Avenue, Woodrow Lane, and Sycamore Street at least through Southeast Denton area to more pedestrian and bike friendly multimodal corridors (See sample cross-sections in Figure 35).
- **Action 6.1.2:** Conduct public outreach, education, and coordination with residents as part of any roadway design and improvement program to ensure final street sections meet the needs of those who are most impacted.
- **Action 6.1.3:** Undertake a pilot program on Morse Street, and/or Lakey Street, and/or areas of Duncan Street as an intermediate solution and to test appropriate safety interventions with tactical urbanism approaches that use low-cost materials to experiment and gather input on potential street design changes such as reduced travel lanes, larger sidewalks, trees, medians, and bike lanes as shown in the recommended cross sections in Figure 35.
- **Action 6.1.4:** Fill in the sidewalk gaps along Morse Street, Roberston Street Prairie Street, Duncan Street, and Bell Avenue.
- **Action 6.1.5:** Require public streets that increase connectivity in the street network through Southeast Denton as a part of future development/redevelopment on 5 acres or more in size in the Southeast Denton study area.

STRATEGY 6.2: ENHANCE PEDESTRIAN AND BICYCLE SAFETY AT INTERSECTIONS.

Currently, most of Southeast Denton's main roads have sufficient rights-of-way to re-purpose them in several different configurations to include on-street improvements such as traffic safety measures and pedestrian and bicycle facilities to enhance connectivity and safety on the roadways. This could include either on- or off-street separated bicycle paths, wider sidewalks, street plantings, upgrading existing street lighting, as well as adequate travel lanes.

Some ways of improving safety on roadways is to use traffic calming measures to reduce speeding that could include on-street parking lanes, vibrant crosswalks, speed tables at crossing points, vertical bollards between general purpose lane and on- street bike lane, planting street trees to create a visual perception of narrow streets, enforcing site triangles and so on.

- **Action 6.2.1:** Improve safety by installing ADA compliant pedestrian crossing signals, stop signs, and colorful crosswalk designs at the following intersections - Bell Avenue at Robertson Street, Prairie Street, and Sycamore Street, McKinney Street at Frame Street, Crawford Street and Woodrow Lane, and add a traffic signal at Woodrow Lane and Morse Street based on the recently conducted warrant study.
- **Action 6.2.2:** Improve safety for all users at the intersection of Smith Street and Duncan Streets. An example would be to enforce the sight triangle which would ensure clear visibility for turning vehicles at this intersection.



FIGURE 34. PROPOSED IMPROVEMENTS

Source: HDR

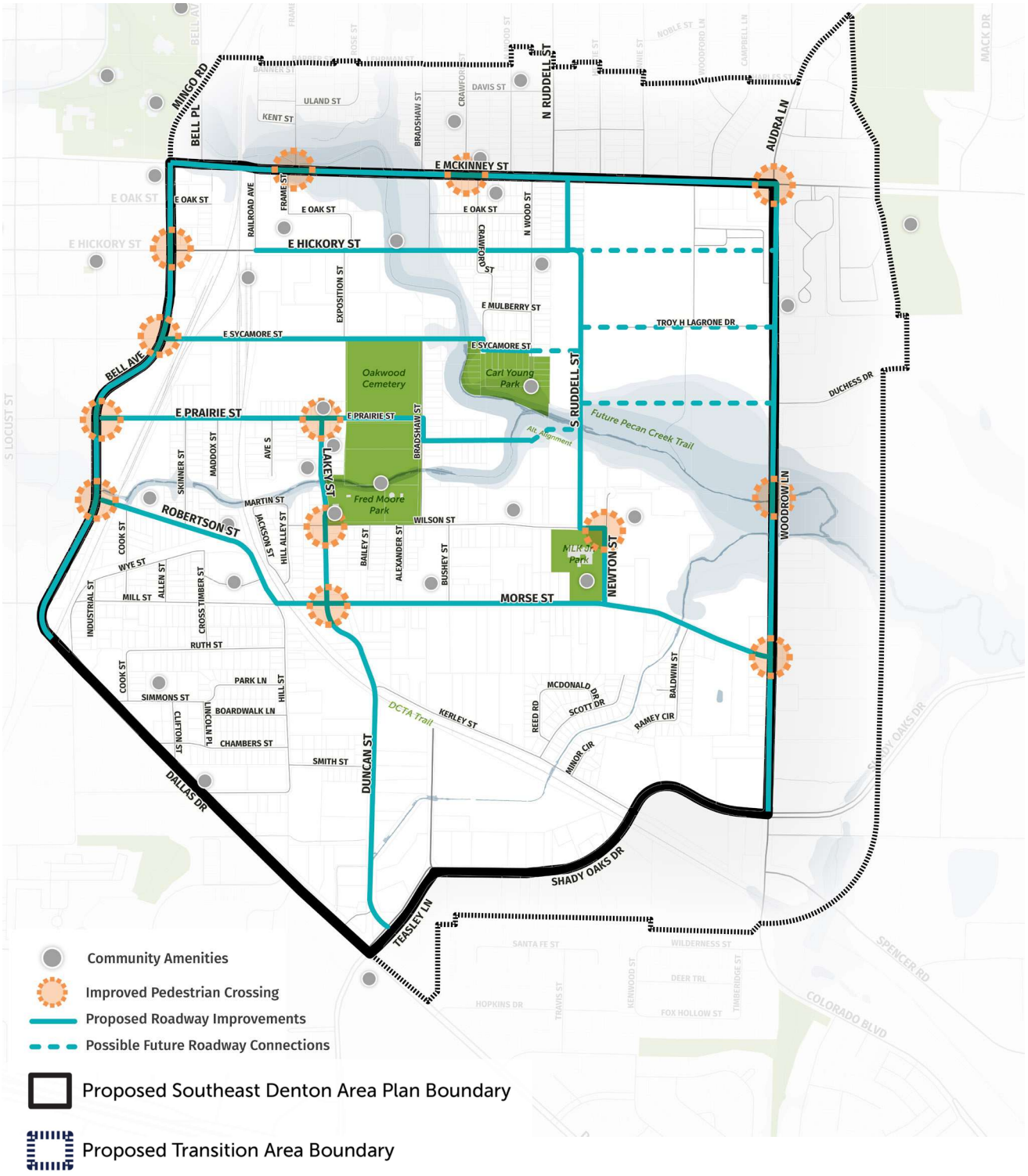
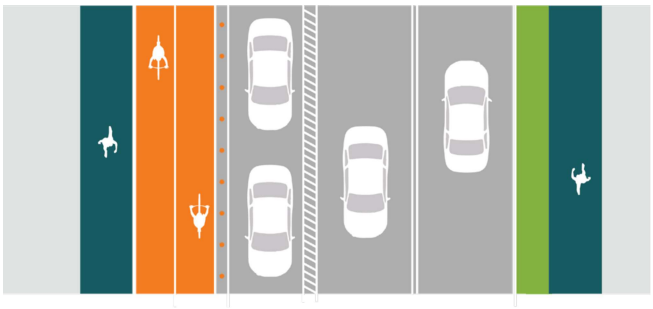
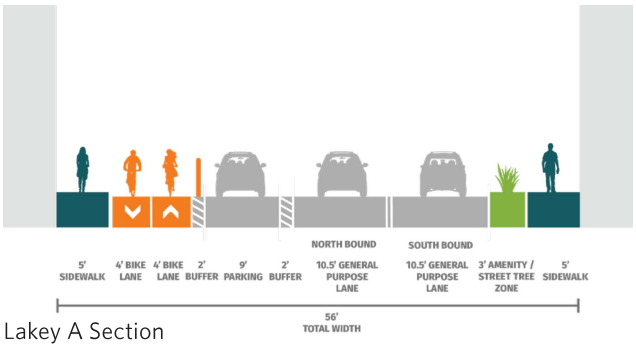


FIGURE 35. PROPOSED CROSS SECTIONS

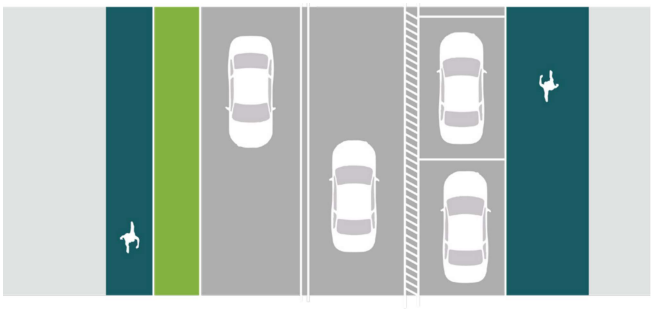
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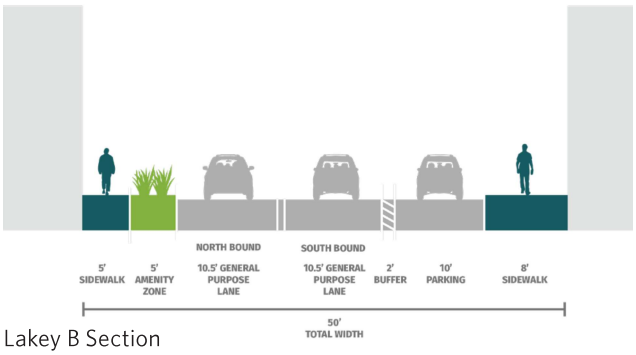
Lakey A Plan



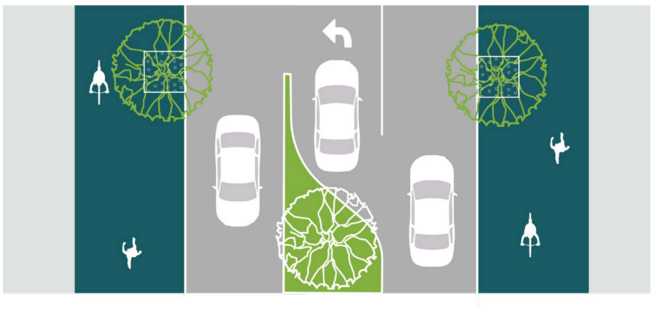
Lakey A Section



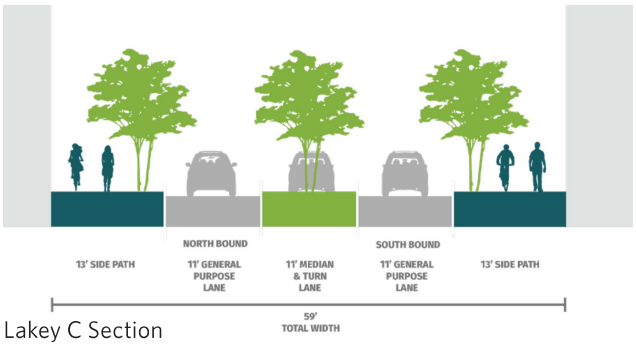
Lakey B Plan



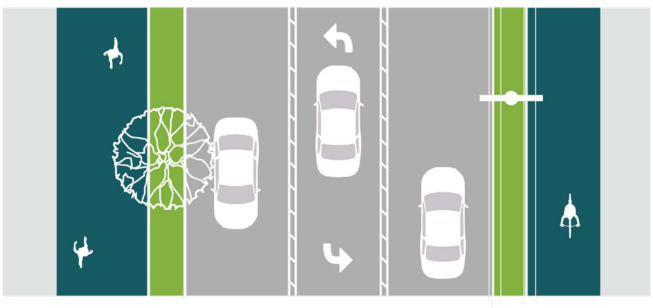
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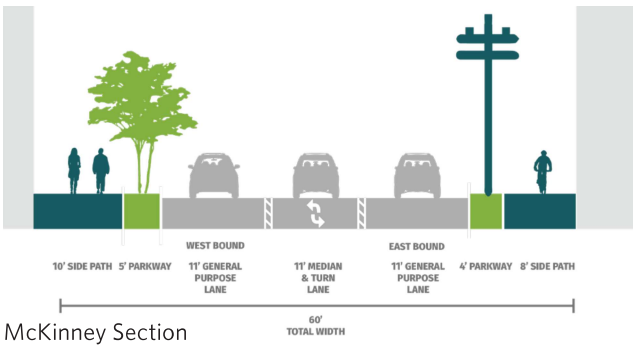
Lakey C Plan



Lakey C Section



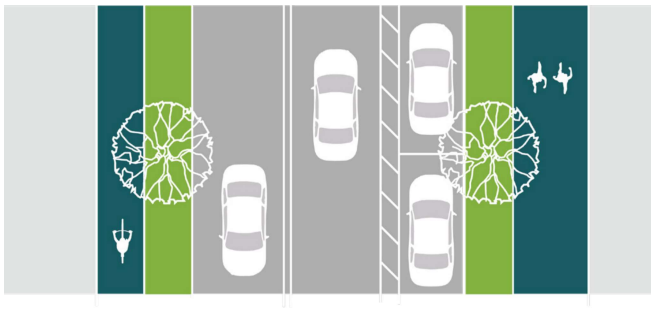
McKinney Plan



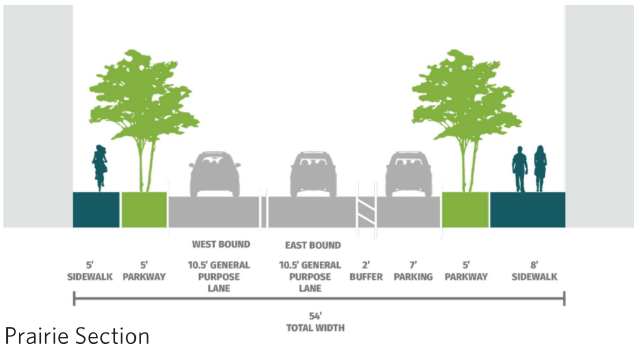
McKinney Section

FIGURE 35. PROPOSED CROSS SECTIONS

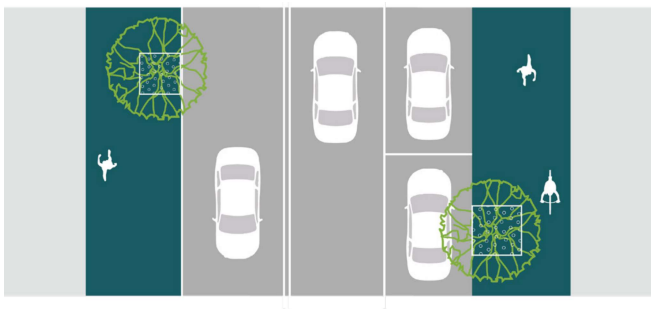
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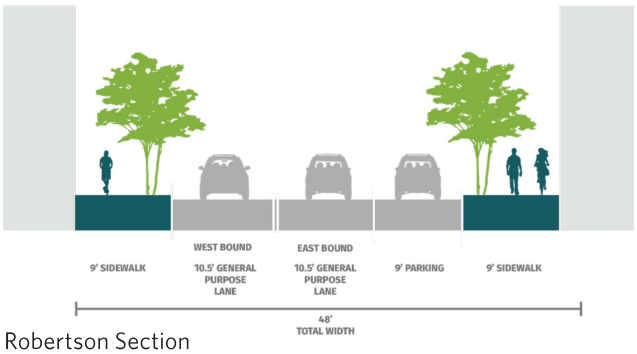
Prairie Plan



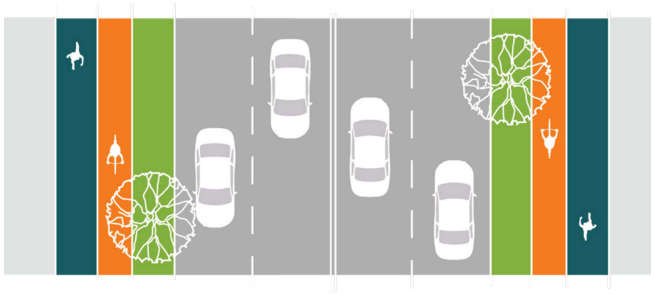
Prairie Section



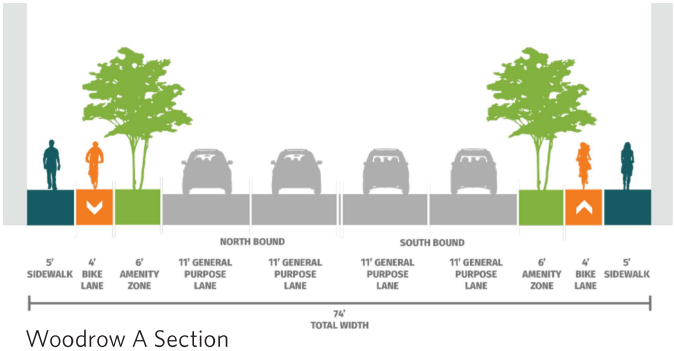
Robertson Plan



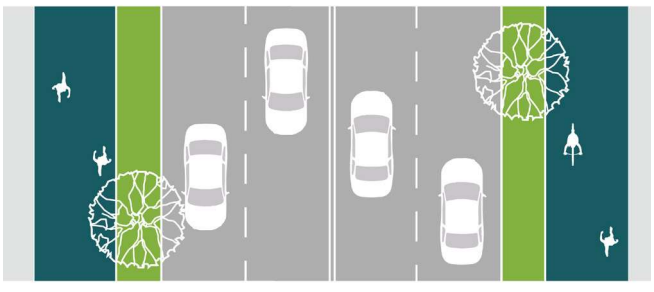
Robertson Section



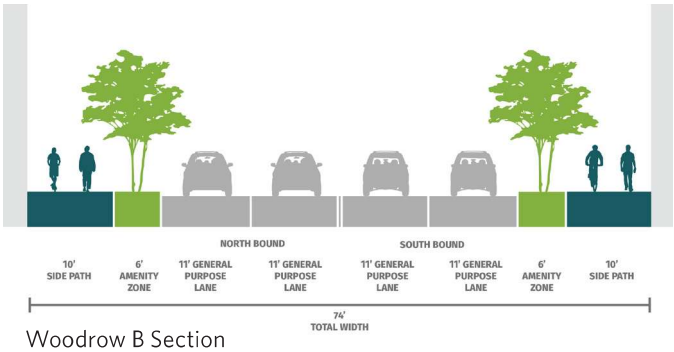
Woodrow A Plan



Woodrow A Section



Woodrow B Plan



Woodrow B Section

STRATEGY 6.3: DEVELOP A NETWORK OF TRAILS THROUGH THE EXISTING OPEN SPACES AND DRAINAGE EASEMENTS TO CONNECT RESIDENTIAL, COMMERCIAL, AND PUBLIC PLACES (PARKS, SCHOOLS, ETC.) TO FORM AN ACTIVE TRANSPORTATION NETWORK BOTH WITHIN AND OUTSIDE SOUTHEAST DENTON.

Off-street trails are safe, convenient, enjoyable places where residents can walk, bike, and connect with neighbors. Off-street trails complement roadway infrastructure to offer a safe, well-connected system for pedestrians and bikes. The publicly owned lands around drainage areas and creeks, existing parks, and wide rights of way together provide an opportunity to develop off-street trails and linear parks and create a safer system for walking and biking in Southeast Denton.

These trails would connect people and places in the community, provide a social infrastructure to maintain the strong neighborhood bonds, encourage healthy lifestyle by providing residents with easy access to a linear park and walk/bike paths, protect the environment, increase the value of nearby properties, and increase social equity by providing an affordable mobility option.

- **Action 6.3.1:** Add a separate initiative in the future bond program to develop a well-connected system of off-street trails using existing easements, parks and open spaces, and land along creeks and natural drainage systems that provides regional trail system connectivity, prioritizes side path projects that connect to key destinations such as parks and schools, and enhances pedestrian connectivity within the Southeast Denton study area.
- **Action 6.3.2:** Add funding in the future bond program for construction of ADA compliant trail heads at key points along the trail network to provide parking, bike parking, drinking water fountains, etc.
- **Action 6.3.3:** Amend the Parks, Recreation, and Trails System Master Plan and the Pecan Creek Regional Trail Master Plan to extend the Future Pecan Creek Trail north past Carl Young Park to the south side of McKinney Street.

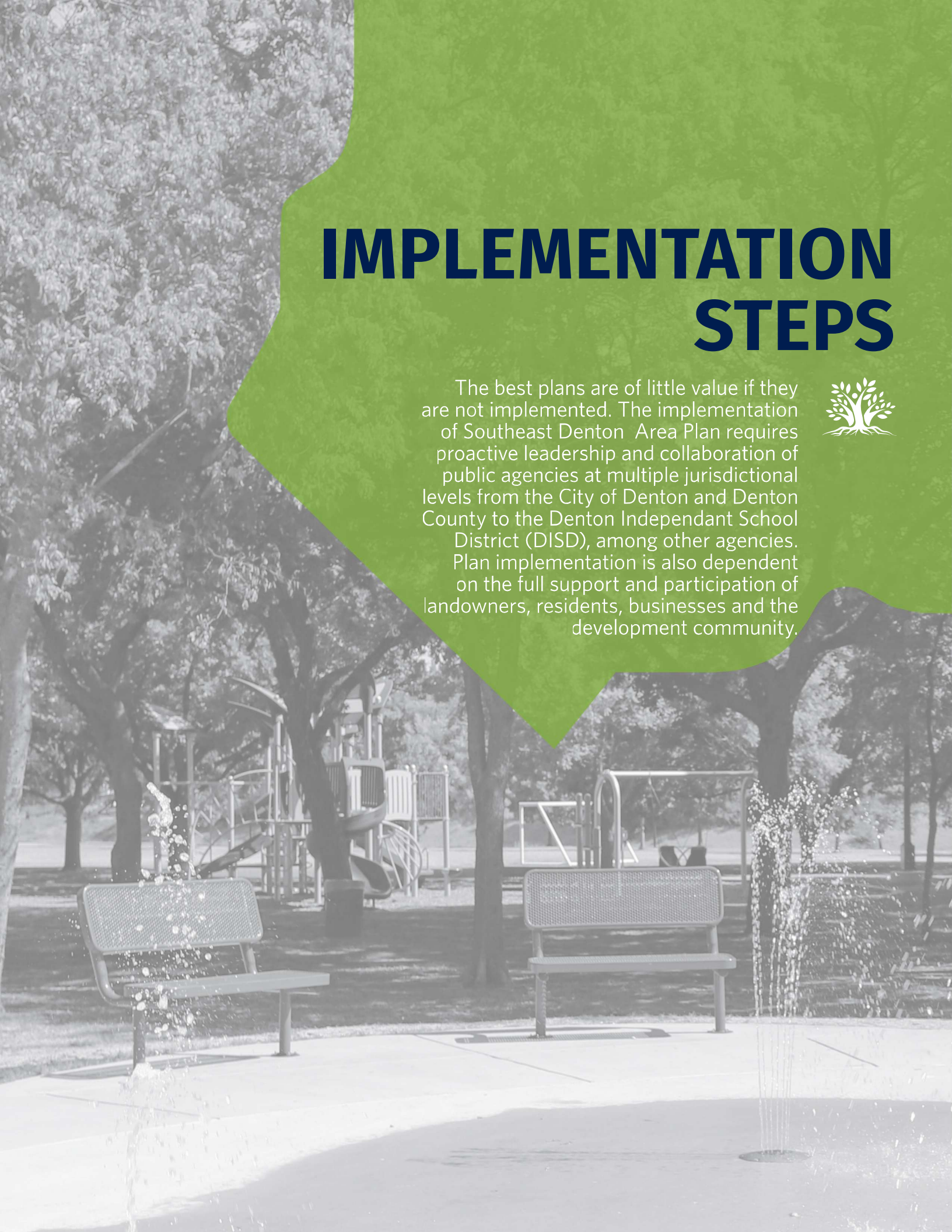
STRATEGY 6.4: STRENGTHEN THE CONNECTIONS TO DOWNTOWN AND SURROUNDING NEIGHBORHOODS FOR ALL MODES OF TRANSPORTATION.

Downtown Denton draws citywide and regional crowds by offering a place for restaurants and entertainment, is located close to regional transportation through the rail system and is an economic hub for employers. Connecting the Southeast Denton to the downtown core would allow Southeast Denton residents easy access to the amenities and opportunities in Downtown Denton while bringing in the desired economic activity due to Southeast Denton study area's proximity to the downtown core.

- **Action 6.4.1:** Align intersections across Bell Avenue at Hickory Street, Sycamore Street, Prairie Street, and Robertson Street with the Downtown Area Plan cross section recommendations to ensure continuity and an easier pedestrian and bicycle connectivity for residents of Southeast Denton to downtown.
- **Action 6.4.2:** Work with the Denton County Transportation Agency to fill the gaps within the current bus system and recommend additional routes, especially connecting to and through Downtown Denton.
- **Action 6.4.3:** Create trail connections from downtown to the Pecan Creek Regional Trail & DCTA Katy Trail.

IMPLEMENTATION STEPS

The best plans are of little value if they are not implemented. The implementation of Southeast Denton Area Plan requires proactive leadership and collaboration of public agencies at multiple jurisdictional levels from the City of Denton and Denton County to the Denton Independant School District (DISD), among other agencies. Plan implementation is also dependent on the full support and participation of landowners, residents, businesses and the development community.



ACTION PLAN MATRIX

This chapter informs about the roles of various agencies responsible for adoption of regulations, administration of regulatory tools, community engagement, and financing policies that can guide and encourage private development alongside public investment. The following action matrix takes the strategies and actions established in the Recommendations chapter one step further by assigning time frames and responsible parties to each action. It will function as a tool to monitor progress of the recommended strategies.

AGENCY ACRONYMS

INTERNAL CITY DEPARTMENTS	ACRONYM
City Attorney's Office	CAO
City Manager's Office	CMO
Facilities Management	FM
Finance	F
Media Contacts / Marketing & Communications	MCMC
Community Services	CS
Environmental Services	ENV. SER.
Keep Denton Beautiful	KDB
Health and Food Safety	HFS
Parks and Recreation	PR
Development Services	DS
Economic Development	ED
Engineering Services	ENGI. SER.
Streets	ST
Transportation Services	TS
Real Estate	RE

AGENCY ACRONYMS

EXTERNAL PARTNERS	ACRONYM
Denton County Appraisal District	DCAD
Denton Independent School District	DISD
University of North Texas	UNT
Texas Women's University	TWU
North Central Texas College	NCTC
North Central Texas Council of Governments	NCTCOG
Trust for Public Land	TPL
Workforce Solutions of North Texas	WSNT
Denton County istorical Commision	DCHC
Texas Commission on the Arts	TCA

TIME FRAMES

TERMS	DESCRIPTION
Short-Term	One to Two Years
Mid-Term	Three to Five Years
Long-Term	Six to Ten Years

ACTION TYPE

TERMS	DESCRIPTION
Development Regulations	Zoning, codes, ordinance-related; site planning and development
Study / Plan	Studies, plans, evaluations, research into options, inventories, demonstration projects
Coordination / Outreach	Convening and coordinating; educating, promoting, marketing
Systems / Support	Adjustments to or expansion of current core systems; continuing support to systems currently in place; implementation of pre-existing plans/programs; improvements to infrastructure, community facilities
Program / Organization	Programmatic changes/additions; development of new tools, processes, and programs; creation of new institutions
Financial	Issues of funding and financing



ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
GOAL 1 - BUILD TRUST WITHIN THE COMMUNITY AND WITH THE CITY AS A WHOLE					
STRATEGY 1.1: DEVELOP AND IMPLEMENT AN ANTI-DISPLACEMENT ACTION PLAN SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA TO SUPPORT HOUSING STABILITY FOR BOTH RENTERS AND HOMEOWNERS.					
Action 1.1.1	Budget funds to help support the tenant-based eviction prevention program with legal representation to forestall eviction.	CS, CAO, F External Partners - UWD, LANWT	Mid-Term	Financial	N
Action 1.1.2	Develop a series of pre- approved Accessory Dwelling Unit (ADU) designs for common lot sizes and existing ADU requirements to help homeowners speed development review and construction process.	DS	Short-Term	Study/ Plan	N
Action 1.1.3	Increase home repair and modification loans/grants to low-income homeowners in Southeast Denton to help homeowners address code violations, reduce energy costs, and create safe and age-friendly homes.	CS, MCMC	Short-Term	Coordination/ Outreach	N
Action 1.1.4	Amend the Denton Development Code to remove minimum parking requirements for Accessory Dwelling Units.	DS	Short-Term	Development Regulations	N
Action 1.1.5	Collaborate with the Denton Central Appraisal District (Denton CAD) to ensure equitable appraisal methodologies provide market value based on the age and condition of individual homes and by raising the homestead, disabled person, and over age 65 exemption rates to the state limit for municipalities.	DS, CMO, DCAD	Mid-Term	Financial	N
STRATEGY 1.2: CREATE AND IMPLEMENT A CITY COMMUNICATION STRATEGY SPECIFIC TO SOUTHEAST DENTON STUDY AREA.					
Action 1.2.1	Create a consistent city-wide communication strategy for all departments to follow that will be tailored for Southeast Denton.	MCMC, All Internal Agencies	Short-Term	Coordination/ Outreach	N
Action 1.2.2	Develop communications materials that include visual descriptions in addition to concise writeups and is distributed through validators, ambassadors, and influencers that have the trust of the community.	MCMC, All Internal Agencies	Short-Term	Coordination/ Outreach	N
STRATEGY 1.3: DEVELOP A PROGRAM TO RECRUIT MORE PARTICIPANTS FOR DENTON 360 PROGRAM FROM SOUTHEAST DENTON STUDY AREA.					
Action 1.3.1	Identify barriers to Southeast Denton resident participation in Denton 360 and implement a redesigned program, specially targeted towards younger generations (Millennials and Gen Z).	CMO, All internal Departments	Short-Term	Program/ Organization	N

ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
GOAL 2 - HONOR THE CULTURE AND HERITAGE OF SOUTHEAST DENTON					
STRATEGY 2.1: USE HISTORIC PRESERVATION TOOLS AND PROGRAMS, ESPECIALLY CONSERVATION DISTRICTS TO RECOGNIZE THE BUILT ENVIRONMENT AND THE FAMILIES WHO CREATED IT.					
Action 2.1.1	Conduct a historic resource survey of historic assets that are not yet locally designated, particularly the long-standing churches and original homes.	DS	Short-Term	Study/ Plan	N
Action 2.1.2	Hold workshops to educate residents on the benefits of historic landmark designation and conservation district designations as well as help property owners pursue historic landmark status on their property.	DS, MCMC	Short-Term	Coordination/ Outreach	N
Action 2.1.3	Apply for state and federal funding opportunities for churches, homes, and commercial properties, including Certified Local Government grants and African American Cultural Heritage Action Fund provided through the National Trust for Historic Preservation.	DS	Ongoing	Coordination/ Outreach	N
STRATEGY 2.2: DEVELOP AND IMPLEMENT A SOUTHEAST DENTON HISTORY AND CULTURAL ROOTS PRESERVATION PROGRAM TO RECOGNIZE THE CULTURE AND THE FAMILIES WHO CREATED IT.					
Action 2.2.1	Review, amend, and implement the Original Denton Cultural District boundaries to reflect the Southeast Denton Study Area and the Downtown Area separately.	PR, ED External Partner - TCA	Mid-Term	Program/ Organization	N
Action 2.2.2	Create Southeast Denton Cultural District that acknowledges the community's cultural roots by preserving, restoring, and developing physical and culturally significant elements of the area.	PR, ED External Partner - DCHC	Short-Term	Program/ Organization	N
Action 2.2.3	Activate the new Southeast Denton Cultural District through various activities such as a Heritage Walk, a cultural map, special signage, crosswalks with mural designs at intersections in the District, an archival event with the community to gather and document oral histories and displaying these at the American Legion Hall and/or MLK Jr. Recreation Center.	PR, ED	Short-Term	Program/ Organization	N

ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
GOAL 3 - INVEST IN ECONOMIC PROSPERITY					
STRATEGY 3.1: DEVELOP AND IMPLEMENT PEOPLE-BASED ECONOMIC DEVELOPMENT SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA.					
Action 3.1.1	Amend regulatory barriers for home-based businesses, for example, by removing the Specific Use Permit (SUP) requirement for small Family Home Day Cares in residential districts.	DS	Short-Term	Development Regulations	N
Action 3.1.2	Provide financial assistance to reduce membership costs for Stoke or similar coworking space that provides amenities and a supportive, resourceful community for startups, entrepreneurs, remote workers, freelancers, small businesses, and tech-enabled companies and provides programming and events to foster growth and collaboration and market this and other opportunities such as maker spaces, pop-up markets, and events available to entrepreneurs and small businesses to Southeast Denton residents.	ED, MCMC	Short-Term	Financial	N
STRATEGY 3.2: DEVELOP AND IMPLEMENT PLACE-BASED ECONOMIC DEVELOPMENT SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA.					
Action 3.2.1	Create economic development incentive packages, including Tax Increment Financing(TIF), Chapter 380 grants, and property tax abatement, to support these activities and to draw small, fresh-food stores or full-service grocery store chains to Southeast Denton.	ED	Mid-Term	Program/ Organization	Y
Action 3.2.2	Re-imagine underutilized light industrial space in Southeast Denton, especially along the southern border of the study area by amending the future land use plan to expand the Community Mixed Use land use and adding a commercial zoning overlay.	DS	Short-Term	Development Regulations	N
Action 3.2.3	Identify vacant commercial buildings or sites in Southeast Denton to repurpose the space to: establish a market using parking lots or park property to allow food trucks, craft vendors, small businesses, and kiosks to allow start-up businesses to foster a loyal client base before making larger investments; and/ or create off-site commercial kitchens in a re-imagined business incubator space to establish new restaurants, bakeries, or packaged food creators; and/or initiate a grocery co-op, community gardens, community kitchens, and/ or fresh food pantries by working with non-profits in the area.	ED, DS, MCMC External Partners - UNT, TWU, DISD	Short – Term to Mid-Term	Program/ Organization	N

ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 3.2.4	Amend the Downtown Tax Increment Finance (TIF) District (TIRZ #1) Financing Plan to include TIF funding for portions of Southeast Denton because the stability of Southeast Denton is vital to the success of the eastern portion of the Downtown TIF district. Such funding should include home repair and homebuyer assistance and additional pedestrian facilities to connect Southeast Denton to downtown, street trees, etc. (TIF funding may be used outside the TIF district for affordable housing and pedestrian linkages into the district).	ED	Short-Term	Program/ Organization	N
STRATEGY 3.3: ESTABLISH A NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) TO SPUR COMMUNITY INVESTMENT, REDUCE TAXES, AND INCREASE AFFORDABLE HOUSING AND ECONOMIC OPPORTUNITIES IN SOUTHEAST DENTON.					
Action 3.3.1	Create a NEZ program statement, including the purpose of the program, the benefits of the zone, participation requirements, and compliance criteria.	CS, CAO, ED, DS	Short-Term	Program/ Organization	N
Action 3.3.2	Designate a NEZ boundary and follow steps in Sec. 380.003 in Chapter 378 of the Texas Local Government code to establish a NEZ in Southeast Denton, including required public notice and hearings. Implement and market the NEZ by creating application materials, a procedure manual, and a guidebook for applicants and create outreach material to encourage participation in the program.	CS, CAO, ED, DS, MCMC	Mid-Term	Program/ Organization	N
GOAL 4 - STRENGTHEN NEIGHBORHOODS AND HOUSING AFFORDABILITY					
STRATEGY 4.1: ESTABLISH OVERLAY DISTRICTS TO PROTECT EXISTING NEIGHBORHOOD SCALE AND CHARACTER					
Action 4.1.1	Create a residential overlay district as shown in Figure 32 to maintain the scale and character of the neighborhoods while fostering community investment to create livable and inclusive neighborhoods for all who want to call Southeast Denton home. Overlay standards may include, but are not limited to, limiting height to two stories, allowing infill on small lots, requiring enhanced front elevations such as larger windows and covered porches.	DS	Short-Term	Development Regulations	N

ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 4.1.2	Create a commercial overlay district as shown in Figure 32 that focuses on walkable neighborhood design and uses, including, but not limited to, limiting building height, removing barriers to redevelop smaller infill lots, reducing parking and requiring it to be located behind buildings, requiring enhanced front elevations such as larger windows and pedestrian-scaled entrances, and ensuring larger tracts include a well-defined, walkable transportation network.	DS	Short-Term	Development Regulations	N
Action 4.1.3	Create a live-work overlay district as shown in Figure 32 that focuses on allowing small mom and pop retail such as bookstore, toy shop, coffee shop, music store, barber shop, hair salon/spa, small incubator space, resale clothing etc. in a portion of a single family home with a portion being used as a residence simultaneously. Require design standards from the residential overlay in Action 4.1.1 to be applied in this live-work overlay also.	DS	Short-Term	Development Regulations	N
STRATEGY 4.2: ADJUST THE PROPOSED FUTURE LAND USES IN THE DENTON 2040 COMPREHENSIVE PLAN FOR SOUTHEAST DENTON TO MATCH THE FUTURE LAND USES SHOWN IN FIGURE 33 AND IMPLEMENT THESE LAND USE RECOMMENDATIONS THROUGH REZONING.					
Action 4.2.1	Rezone the existing Light Industrial zoned areas in the south portion and maintain the existing Suburban Corridor zoned area in the northeast portion of the study area (See Figure 15) to be compatible with the community mixed use description in the Denton 2040 Comprehensive Plan.	DS	Long -Term	Development Regulations	N
Action 4.2.2	Coordinate with Denton County on facility planning efforts to ensure land uses and design of the County property is compatible with surrounding neighborhoods.	DS	Ongoing	Development Regulations	N
Action 4.2.3	Rezone a portion of the existing Mixed Use Neighborhood zoning east of the railroad to Moderate Residential zoning to allow transition to low density residential areas, and add a height overlay to the Mixed Use Neighborhood zoning as shown in Figure 32 to allow compatible transition between the Downtown Core zoning height requirement and the new residential/commercial overlay district height limits.	DS	Short-Term	Development Regulations	N
Action 4.2.4	Rezone the Light Industrial zoned area at the northwest corner of the Morse Street and Woodrow Lane to Neighborhood Mixed Use zoning.	DS	Long-Term	Development Regulations	N

ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
STRATEGY 4.3: ESTABLISH A NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA) IN SOUTHEAST DENTON STUDY AREA.					
Action 4.3.1	Draft and submit an NRSA application to HUD and develop involvement from other organizations as part of the NRSA application leverage requirement.	CS External Partners – Non-profit organizations	Long-Term	Program/ Organization	N
STRATEGY 4.4: INCREASE ACCESS TO CAPITAL IN SOUTHEAST DENTON STUDY AREA BY CREATING A CONSORTIUM OF BANKS FOR MORTGAGE LENDING.					
Action 4.4.1	Establish a community investment committee that is responsible for working with bankers and lenders to establish equitable lending practices for housing and small businesses.	CS, ED, DS, CMO	Mid-Term	Coordination/ Outreach	N
STRATEGY 4.5: COORDINATE WITH DENTON INTERDEPENDENT SCHOOL DISTRICT (DISD) TO ENSURE THE SOUTHEAST DENTON STUDY AREA SCHOOLS SERVE AS NEIGHBORHOOD SCHOOLS.					
Action 4.5.1	Work with DISD to adjust the attendance zone boundary for Rivera Elementary School to include the entire Southeast Denton study area to ensure that Southeast Denton families have a neighborhood school allowing the residents to save time and strengthen community bonds.	DS, CMO, CS External Partners - DISD	Mid-Term	Coordination/ Outreach	N
GOAL 5 - ELEVATE THE QUALITY OF PUBLIC AMENITIES AND INFRASTRUCTURE					
STRATEGY 5.1: UPGRADE THE EXISTING PARKS IN SOUTHEAST DENTON TO HIGHER-QUALITY PARKS.					
Action 5.1.1	Implement key recommendations and action items in the 2022 Parks, Recreation, and Trails System Master Plan, improve existing parks, senior center, and recreation center in Southeast Denton, and improve access to regional facilities to serve some of the program needs in Southeast Denton.	PR	Mid-Term to Long-Term	Systems/ Support	Y
STRATEGY 5.2: ENHANCE THE PHYSICAL QUALITY OF PUBLIC INFRASTRUCTURE THROUGH STORMWATER MANAGEMENT SYSTEMS IN THE SOUTHEAST DENTON STUDY AREA.					
Action 5.2.1	Create a stormwater management plan for the Southeast Denton area to address erosion, ponding, and stream bank issues by identifying streets, parks, and open spaces with severe erosion or ponding issues,	ES, PR	Mid-Term	Study/ Plan	N
Action 5.2.2	Update the relevant design manuals and ordinances to require projects to incorporate smaller-scale green stormwater and bio-infrastructure and identify techniques to restore the natural function of the Pecan Creek.	ES, DS	Mid-term	Development Regulations	N
Action 5.2.3	Purchase additional property near Pecan Creek to add to the City's inventory of park space and protect the trees to help mitigate the impacts of stormwater.	PR, RE, ES	Mid-Term	Systems/ Support	Y

ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 5.2.4	Facilitate environmental education programs to raise awareness about water quality by conducting an annual or biannual cleanup day for parks and creeks.	PR, ES, MCMC	Mid-Term	Program/ Organization	N
STRATEGY 5.3: ENHANCE PROGRAMMING AND CITY-SPONSORED EVENTS IN EXISTING PARKS AND RECREATION CENTERS IN SOUTHEAST DENTON.					
Action 5.3.1	Enhance existing gazebo/amphitheater and/ or install a stage at Fred Moore Park and/or the MLK Jr. Recreation Center to show films from the Denton Black Film Festival and collaborate with the Storytelling, Blues, and Arts & Jazz Festivals to be hosted in Southeast Denton Parks as neighborhood events.	PR	Short-Term to Mid-Term	Program/ Organization	N
Action 5.3.2	Improve collaboration between the Juneteenth Festival organizers and the Southeast Denton community to add oral history and storytelling at the Juneteenth events to ensure that keepers of local history have an opportunity to share that history before it is lost.	PR, MCMC	Short-Term	Program/ Organization	N
Action 5.3.3	Offer small community grants to community leaders and organizers to host block parties and markets within the Southeast Denton community. These events could be around a season (i.e. Spring Fest or Fall Carnival) or they can be held around specific holidays and celebrations (i.e. MLK Day Festival, Cinco de Mayo, Hispanic Heritage Month, Earth Day Festival, Black History Month Kick Off, etc.)	PR, ED	Short-Term	Financial	N
GOAL 6 - CREATE A SAFE AND CONNECTED, MULTI MODAL TRAVEL SYSTEM					
STRATEGY 6.1: IMPROVE STREET NETWORK TO PRIORITIZE CONNECTIVITY AND MULTI-MODAL CONNECTIONS.					
Action 6.1.1	Evaluate changing the existing street cross sections for Hickory Street, Morse Street, Duncan Street, Lakey Street, and Roberston Street. Also evaluate improvements along Bell Avenue, Woodrow Lane, and Sycamore Street at least through Southeast Denton area to more pedestrian and bike friendly multimodal corridors (See sample cross-sections in Figure 35).	TS	Mid-Term	Study/ Plan	N
Action 6.1.2	Conduct public outreach, education, and coordination with residents as part of any roadway design and improvement program to ensure final street sections meet the needs of those who are most impacted	TS, ST, MCMC	Short-Term	Coordination/ Outreach	N

ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 6.1.3	Undertake a pilot program on Morse Street, and/or Lakey Street, and/or areas of Duncan Street as an intermediate solution and to test appropriate safety interventions with tactical urbanism approaches that use low-cost materials to experiment and gather input on potential street design changes such as reduced travel lanes, larger sidewalks, trees, medians, and bike lanes as shown in the recommended cross sections in Figure 35.	TS, ST, DS, PR	Short-Term	Systems/ Support	N
Action 6.1.4	Fill in the sidewalk gaps along Morse Street, Roberston Street, Prairie Street, Duncan Street, and Bell Avenue.	ST, TS	Mid-Term	Systems/ Support	Y
Action 6.1.5	Require public streets that increase connectivity in the street network through Southeast Denton as a part of future development/redevelopment on 5 acres or more in size in the Southeast Denton study area.	DS, TS, ST	Mid-Term	Systems/ Support	Y
STRATEGY 6.2: ENHANCE PEDESTRIAN AND BICYCLE SAFETY AT INTERSECTIONS.					
Action 6.2.1	Improve safety by installing ADA compliant pedestrian crossing signals, stop signs, and colorful crosswalk designs at the following intersections - Bell Avenue at Robertson Street, Prairie Street, and Sycamore Street, McKinney Street at Frame Street, Crawford Street and Woodrow Lane, and add a traffic signal at Woodrow Lane and Morse Street based on the recently conducted warrant study.	TS	Mid-Term	Systems/ Support	Y
Action 6.2.2	Improve safety for all users at the intersection of Smith Street and Duncan Streets. An example would be to enforce the sight triangle which would ensure clear visibility for turning vehicles at this intersection.	TS	Short-Term	Systems/ Support	N
STRATEGY 6.3: DEVELOP A NETWORK OF TRAILS THROUGH THE EXISTING OPEN SPACES AND DRAINAGE EASEMENTS TO CONNECT RESIDENTIAL, COMMERCIAL, AND PUBLIC PLACES (PARKS, SCHOOLS, ETC.) TO FORM AN ACTIVE TRANSPORTATION NETWORK BOTH WITHIN AND OUTSIDE SOUTHEAST DENTON.					
Action 6.3.1	Add a separate initiative in the future bond program to develop a well-connected system of off-street trails using existing easements, parks and open spaces, and land along creeks and natural drainage systems that provides regional trail system connectivity, prioritizes side path projects that connect to key destinations such as parks and schools, and enhances pedestrian connectivity within the Southeast Denton study area.	PR, TS	Mid-Term	Systems/ Support	Y

ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 6.3.2	Add funding in the future bond program for construction of ADA compliant trail heads at key points along the trail network to provide parking, bike parking, drinking water fountains, etc.	PR, TS	Mid-Term	Systems/ Support	Y
Action 6.3.3	Amend the Parks, Recreation, and Trails System Master Plan and the Pecan Creek Regional Trail Master Plan to extend the Future Pecan Creek Trail north past Carl Young Park to the south side of McKinney Street.	PR	Short-Term	Study/ Plan	N
STRATEGY 6.4: STRENGTHEN THE CONNECTIONS TO DOWNTOWN AND SURROUNDING NEIGHBORHOODS FOR ALL MODES OF TRANSPORTATION.					
Action 6.4.1	Align intersections across Bell Avenue at Hickory Street, Sycamore Street, Prairie Street, and Robertson Street with the Downtown Area Plan cross section recommendations to ensure continuity and an easier pedestrian and bicycle connectivity for residents of Southeast Denton to downtown.	TS, DS	Mid-Term	Systems/ Support	Y
Action 6.4.2	Work with the Denton County Transportation Agency to fill the gaps within the current bus system and recommend additional routes, especially connecting to and through Downtown Denton.	DS, TS	Short-term	Coordination/ Outreach	N
Action 6.4.3	Create trail connections from downtown to the Pecan Creek Regional Trail & DCTA Katy Trail.	PR, TS	Mid-Term	Systems/ Support	Y

City of Denton

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AGENDA INFORMATION SHEET

DEPARTMENT: Development Services

DCM: Cassey Ogden

DATE: May 28, 2025

SUBJECT

Receive a report, hold a discussion, and give Staff direction regarding the Southeast Denton Live/Work Overlay District, a recommendation of the Southeast Denton Area Plan, encompassing approximately 20 acres, including land along certain portions of East Prairie Street, Skinner Street, Robertson Street, and Cook Street. (PZ25-109, SED Live/Work Overlay, Mia Hines).

BACKGROUND

The purpose of this work session is to discuss and receive feedback from the Planning and Zoning Commission regarding potential land uses and development regulations associated with the proposed Southeast Denton Live/Work Overlay District.

During the Southeast Denton Area Plan (SEDAP) (the Plan) process, residents and community members expressed a desire for more neighborhood-scaled commercial opportunities within proximity to their established residential neighborhoods. Thus, the adopted Plan recommends Action 4.1.3: create a live-work overlay district, as shown on Exhibit 2, that focuses on allowing small mom and pop retail such as bookstore, toy shop, coffee shop, music store, barber shop, hair salon/spa, small incubator space, resale clothing etc. in a portion of a residence, with the remaining portion being used as a residence simultaneously. The Plan's recommendation for a Live/Work Overlay District was the compromise that would allow additional commercial opportunities while maintaining the residential character of the area with an understanding that further community engagement and analysis would be needed to determine appropriate nonresidential land uses and development regulations.

The proposed Live/Work Overlay District area, as recommended within the adopted Plan, encompasses approximately 20 acres and includes properties along East Prairie Street between the A-Train Railway and Oakwood Cemetery, properties along the west side of Skinner Street, all properties along Robertson Street, and all properties along Cook Street, north of Wye Street. Zoning in the area includes Residential-4 (R4), Residential-7 (R7), and Mixed-Use Neighborhood (MN). While the dominant land use within the proposed overlay area is single-family residential, there are also a few neighborhood-scaled commercial land uses, religious assembly facilities, and undeveloped properties with abutting industrial uses. This mix of existing conditions creates opportunities for both new and infill development and the adaptive re-use of existing structures.

Additional Public Engagement/Feedback:

Earlier this year, staff conducted additional land use surveys, asking residents which land uses they would like to see within this study area (see Exhibit 3). Additionally, staff held a Block Party in March 2025, to

confirm the community's land use preferences for the live/work overlay district and to receive any concerns they may have. Staff believed it was important to do additional targeted engagement as it relates to creating the live/work overlay district to affirm the initial results received during developing the Plan. As evidenced during the SEDAP planning process, residents were supportive of allowing additional nonresidential uses but expressed general concerns with increased traffic issues, business operations such as loud noises and adverse odors, and the incompatibility of land uses.

Issues for Consideration:

Subareas:
The total land area recommended by the Plan for this Overlay District (20 acres) maintains a variety of both existing land use conditions and Future Land Use designations; therefore, staff proposes to subdivide this Overlay District into three subareas and propose different regulations for each area. The subarea in focus for this work session, Section A, encompasses approximately 6 acres along East Prairie Street and has a mix of Neighborhood Mixed Use, Low Density Residential, and Moderate Residential Future Land Use Designations. Currently, the predominant zoning districts within this area are R4 and R7 but the land use pattern reflects single-family residences, neighboring religious assembly facilities, personal service establishments, vacant buildings, and a heavy industrial facility. With these components and the feedback from the residents confirming both the commercial land uses they would like to see within this area as well as the concerns they had with integrating neighborhood-scaled commercial into their residential neighborhoods, staff proposes atypical work/live land use and development considerations for this area as explained further below.

Section B encompasses approximately 4 acres and includes those undeveloped properties located west of Skinner Street with a Moderate Residential Future Land Use Designation. Section C encompasses approximately 10 acres and includes properties developed with single-family residences, neighboring undeveloped lots, one religious assembly facility, one restaurant, and one vacant building, but the Future Land Use Designation is Low Density Residential and this area is largely adjacent to single-family residential land uses. While Sections B and C of the proposed Overlay District have similarly existing mixed land use patterns as Section A, these properties abut less intense uses and they have more homogenous Future Land Use Designations that do not call for the type of commercial activity that may be appropriate along East Prairie Street per the Plan. Therefore, staff anticipates proposing considerations for those subareas of the proposed Overlay District in the future that are more consistent with typical work/live development within a residential neighborhood.

Overlay District within DDC:
Similar to other overlay zoning districts as provided for in the DDC, staff is recommending that a Southeast Denton Live/Work Overlay District be adopted within the DDC. This overlay district could then be further modified and/or expanded in the future to address the needs of the Southeast Denton community, including expanding the district to address Sections B and C discussed above.

DDC and Building Code/Fire Code Requirements:
Current DDC regulations include a defined Work/Live land use which is allowed in Residential 7 and the Mixed-Use Districts; however, the prescriptive nature of the associated Use-Specific Standards can create barriers to entry. The DDC defines a work/live dwelling unit as a dwelling unit containing an integrated living and working space in different areas of the unit. For these units, the DDC requires that the residential component have a minimum 400 square foot living space floor area, remain below 50% of the total gross floor area, and locate above or behind the nonresidential component. The DDC also states that a resident of the work/live dwelling must be the owner and operator of the nonresidential use. Additionally, this mix of uses within one structure often requires significant improvements to meet the International Building Code requirements for fire safety prior to allowing a nonresidential use. These standards neither allow for the type of nonresidential flexibility nor provide for a set of residential protections against the potential impacts

of nonresidential land uses. Therefore, staff recommends that the proposed Overlay District not require the typical work/live dwelling unit that includes both a nonresidential and residential use within the same structure and instead, allow for free-standing residential and nonresidential uses within this subarea of the district. However, if a property owner wanted to have the typical work/live unit, that is still an available option provided they comply with applicable building and fire codes.

Operational Mitigations:
In order to address potential operational impacts associated with the nonresidential uses and protect the residential integrity of existing nearby single-family neighborhoods, staff is proposing to limit the types of nonresidential uses within the Overlay District and include various operational restrictions. Proposed operational restrictions include but are not limited to: building size limitations; hours of operation; noise level restrictions; screening requirements between residential and nonresidential uses; and reduced parking ratios. While staff is supportive of the community's goal to restore the successful business district of yesteryears along East Prairie Street, staff is more concerned with protecting the nearby single-family neighborhoods' integrity that exists today, hence the recommended operational restrictions.

Proposal:

For the Southeast Denton Live/Work Overlay District, and specifically the area along East Prairie Street from the Railroad to Oakwood Cemetery (referenced as Section A above), staff proposes to: 1) rezone this area to a base zoning of Residential-7 (R7); and 2) include an Overlay District that includes the following set of land use provisions and development standards listed below. As discussed above, other subareas are proposed to be addressed at a future date.

Section A – Nonresidential Land Use Permissions

- Permitted – In addition to all nonresidential use permitted within R7, the following uses are proposed to be permitted within the Overlay District:
    - Restaurant
    - Small Retail (less than 10,000 square feet)
    - Personal Services
- Allows Consideration of SUP – In addition to all nonresidential uses that allow consideration of an SUP in R7, the following uses are proposed to be permitted within the Overlay District:
    - Business or Trade School
    - Mobile Food Court
    - Self-Service Laundry

Section A – General Operational Standards

- Nonresidential Hours of Operation:
    - Monday – Thursday: 8:00am-8:00pm
    - Friday – Sunday: 8:00am-10:00pm
- Nonresidential Noise
    - Established Ambient Noise Level – 85 dba
    - No new nonresidential use may cause an average area increase of more than 3 dba

Section A – General Development Standards

- Nonresidential parking
    - Minimum parking per use-specific standards
    - Minimum 4 bicycle spaces
    - Shared off-street parking may reduce the total minimum by 25%
- Landscaping and Screening

- Minimum 8-foot-tall double-faced solid wood fence between proposed nonresidential use and existing residential use
- Shaded outdoor dining/seating may reduce required tree canopy coverage to 10% minimum lot coverage

The proposed R7 base zoning district and additional land use allowances are proposed as a result of the additional community feedback received. The general operational and development standards are proposed to mitigate compatibility concerns of both staff and the community.

Staff is seeking the Planning and Zoning Commission's feedback regarding the proposed land uses and development regulations in particular the following:

1. Does the Commission concur with staff's recommendation to address the area along Prairie Street only as the first step for adopting the Southeast Denton Live/Work Overlay District?
2. Does the Commission concur with rezoning the area along Prairie Street to R7 as a base zoning district, and allowing the additional land uses as provided for in the proposed Overlay District?
3. Does the Commission concur with the proposed operational restrictions associated with nonresidential uses? Are there any areas that staff may have missed that should be considered?
4. Does the Commission believe there are any items that have not been addressed, consistent with the SEDAP recommendations as it relates to establishing this new Live/Work Overlay District?

EXHIBITS

1. Agenda Information Sheet
2. SEDAP Overlay Actions and Map
3. Nonresidential Land Use Survey Results

Respectfully submitted:
Tina Firgens, AICP
Deputy Director of Development Services/Planning Director

Prepared by:
Mia Hines, AICP
Senior Planner

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AGENDA INFORMATION SHEET

DEPARTMENT: Development Services

DCM: Cassey Ogden

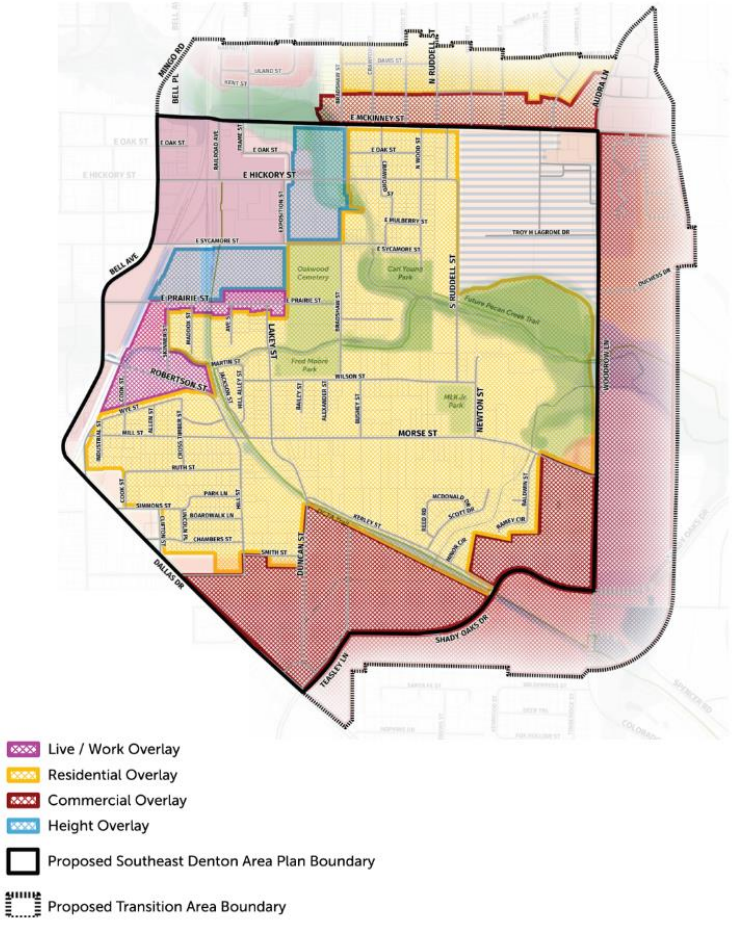
DATE: June 25, 2025

SUBJECT

Receive a report, hold a discussion, and give Staff direction regarding the Southeast Denton Residential and Height Overlay Districts, a recommendation of the Southeast Denton Area Plan, encompassing approximately 422 acres, generally located south of East McKinney Street, west of South Woodrow Street, North of Kerley Street and Smith Street, west of Dallas Drive and South Bell Street. (PZ25-138, SED Residential and Height Overlay Districts, Julie Wyatt).

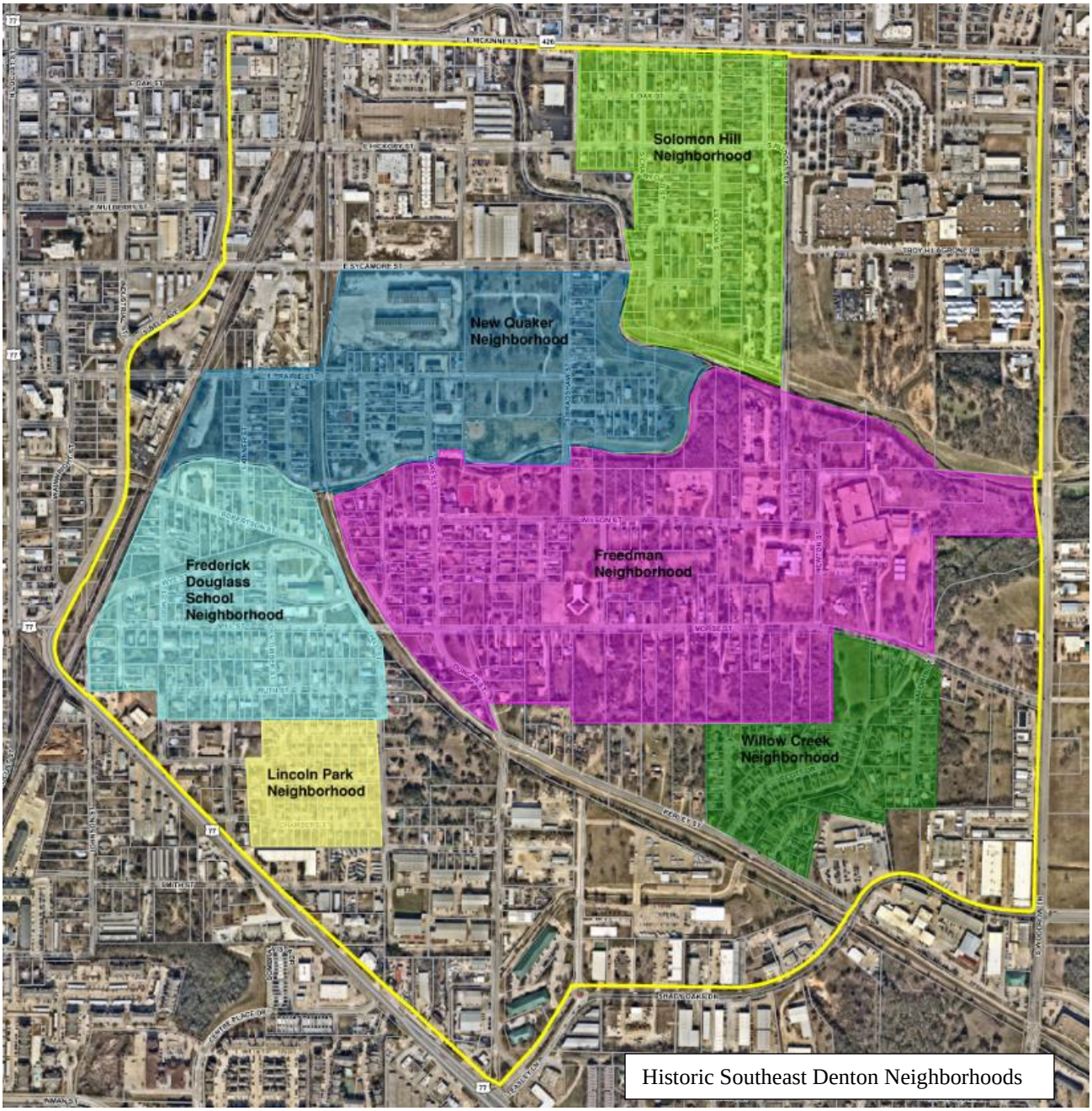
BACKGROUND

The purpose of this work session is to discuss and receive feedback from the Planning and Zoning Commission regarding potential development regulations associated with the proposed Southeast Denton Residential and Height Overlay Districts.



During the Southeast Denton Area Plan (SEDAP) (the Plan) process, residents communicated that preservation of the existing neighborhood character is very important to the community. Additional residential development is welcome in the community, provided that new development respects the scale, land use, and character of the established residential neighborhoods. Thus, Goal 4 of the adopted Plan recommends the following:

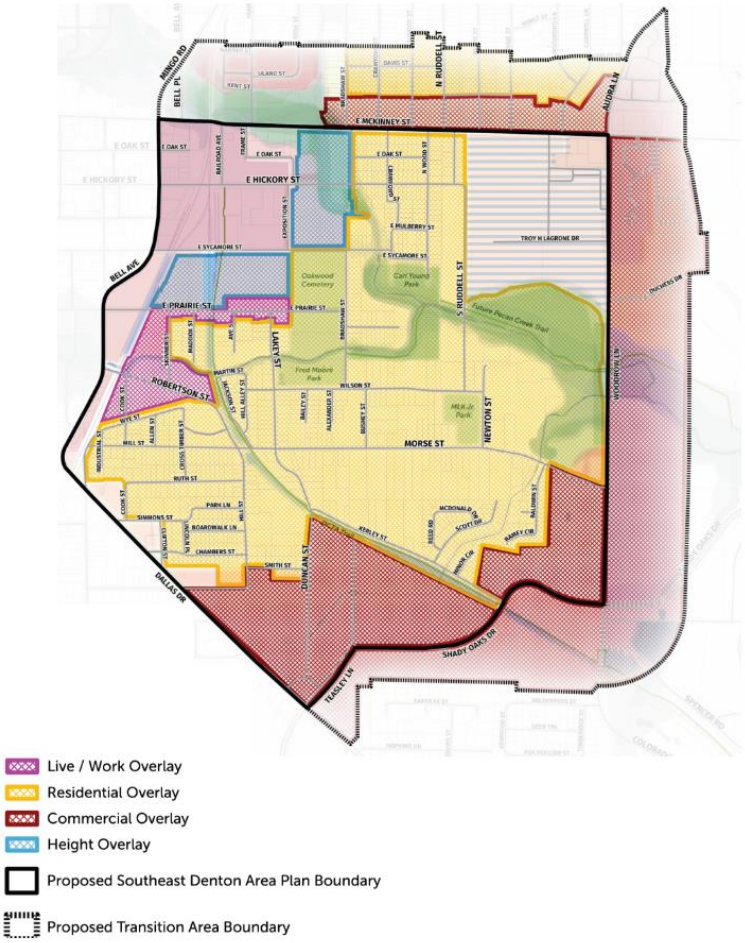
- **Action 4.1.1**: Create a **residential overlay district** as shown in Figure 32 (attached as Exhibit 2 and inset map to the left) to maintain the scale and character of the neighborhoods while fostering community investment to create livable and inclusive neighborhoods for all who want to call Southeast Denton home. Overlay standards may include, but are not limited to, limiting height to two stories, allowing infill on small lots, requiring enhanced front elevations such as larger windows and covered porches.



Historic Southeast Denton Neighborhoods

The proposed Residential Overlay District area, as recommended within the adopted Plan, encompasses approximately 422 acres and includes the historic neighborhoods within Southeast Denton (with additional areas): Solomon Hill, New Quaker, Freedman Town, and Fred Moore School (previously Frederick Douglass School) platted and built in the 1920s-1930s; Lincoln Park built in the 1960s; and Willow Creek built in the late 1960s to 1980s (see inset map). Homes in Southeast Denton were often constructed by the families who resided in them, resulting in a variety of architectural styles reflecting individual preferences and design trends in a given decade, including vernacular, bungalow, craftsman, and ranch. Zoning is primarily Residential-4 (R4) District; however, some Residential 3 (R3), Residential 7 (R7), Mixed Use Neighborhood (MN) and Planned Development (PD) Districts can be found within the Southeast area boundary. While the majority of the lots are developed with residential uses, some vacant properties and large lots (which could be subdivided) create an opportunity for infill development and redevelopment.

- Create a **Height Overlay District** (see Exhibit 2 and inset map, right) to limit the height of new construction in areas near the Denton County Transit Authority (DCTA) Transit Station to prevent the encroachment of downtown-style development in Southeast Denton.



  Unlike the Residential Overlay, this proposed Height Overlay District does not have a companion Action in the Plan, as it is straightforward and limited in scope. It is intended to create a buffer between the historic neighborhoods and properties near the DCTA. The Height Overlay will reduce the current permitted development scale and intensity, requiring more compatible heights to minimize their impacts. The proposed maximum height of 40 feet will generally limit buildings to 3-stories, encouraging a proportional, stair-step increase in heights from the east and south toward the west, thus protecting the neighborhoods while permitting a gentle increase in intensity. Comprising approximately 34 acres, zoning within the boundary includes Mixed Use Neighborhood (MN) and Public Facility (PF) Districts.

Additional Public Engagement/Feedback:

In March 2025, staff held a Block Party to conduct additional surveys to confirm the community's preferences for architectural features, building scale, and building placement (see Exhibit 3). Staff believed it was important to do this additional targeted engagement to affirm the initial results received during Plan development and to verify which residential characteristics were most desired.

Based on the feedback received at the Block Party and previous comments received during Plan development, staff drafted the Residential and Height Overlay Districts regulations. Staff will present the draft regulations to the community at the 2025 Juneteenth Celebration on Saturday, June 21, 2025 and at the June 23, 2025 Southeast Denton Neighborhood Association meeting. Comments received from the community will help to validate that the draft regulations adequately and accurately reflects the community's goals. Staff will provide a summary of the feedback received from the community on the draft regulations at the June 25, 2025, Planning and Zoning Commission meeting.

Issues for Consideration:

Balancing Objectives:
Action 4.1.1 in the SEDAP reveals several objectives which must be balanced to ensure the goal to strengthen neighborhoods and housing affordability is met. These objectives include maintaining scale and character, fostering community investment, and creating livable and inclusive neighborhoods. In drafting

the overlay conditions, staff weighed each one to determine the impact on each objective. Some of the questions staff considered were:

- Is the requirement too restrictive so that it deters property owners from renovating or maintaining their property?
- Is the requirement too restrictive so that it deters investment in infill development?
- Is the requirement too permissive so that it would allow incompatible residential forms?
- Does the requirement positively or negatively impact the architectural character?
- Does the requirement create dynamic neighborhood streets?
- Are the requirements straightforward and clear?

Current DDC Regulations Applicable to All Development

In answering the questions above, staff analyzed current regulations to determine which requirements are appropriate to further the community's goals and which should be enhanced or modified. The following is an outline of the relevant DDC Sections to allow comparison of the proposal. These include the applicable zoning district dimensional standards, maximum building heights, and design standards for residential development.

	R3	**R4**	**R7**	**MN**
Minimum Lot Area	10,000 square feet	7,000 square feet	4,000 square feet	2,500 square feet
Minimum Front Yard Setback	20 feet	20 feet	10 feet	10 feet
Maximum Building Height	40 feet	40 feet	40 feet	65 feet. Buildings between 41 and 65 feet, adjacent to a residential zoning district or adjacent to an existing Single-Family Detached Dwelling, Townhome, or Duplex use, shall require a Specific Use Permit (SUP

- **Design Standards** for Single-Family Detached, Duplex, Townhome, Triplex, and Fourplex Dwellings
    - Transparency/Windows. Windows and doors must occupy at least 15% of the front façade.
    - Building Mass and Form. Buildings shall incorporate at least three of the following design features to provide visual relief along the front of the residence:
        - Dormers
        - Gables
        - Recessed entries, a minimum of three feet deep
        - Covered front porches
        - Cupolas
        - Architectural pillars or posts; and/or
        - Bay window with a minimum 24 inches projection

Overlay Districts within DDC:
Similar to other overlay zoning districts as provided for in the DDC, staff is recommending that the Southeast Denton Residential and Height Overlay Districts be adopted within Subchapter 4 of the DDC. The two overlay districts are intended to work together to accomplish the goals set forth in the SEDAP, in addition to respecting the feedback received from the community. Once established, the regulations could then be further modified and/or expanded in the future to address the changing needs of the Southeast Denton community.

Proposal:

- For the **Residential Overlay District**, staff proposes to maintain the existing zoning and add the following dimensional and design standards:
    - Applicability
        - Construction of a new primary or accessory structure.
        - Expansions of an existing structure that increase the gross floor area by up to and including 50 percent shall comply with maximum heights and permitted roof forms (as outlined below).
        - Expansions of an existing structure that increase the gross floor area by more than 50 percent shall comply with all overlay standards.
        - Repairs necessary to maintain existing structures are not subject to the overlay standards.
    - Dimensional Standards
        - For lots smaller than 7,000 square feet, the minimum front yard setback may be reduced to 10 feet.
        - Building height:
            - The maximum height for a primary structure is limited to 30 feet measured as the vertical distance above finished grade to the highest point of the roof.
            - The maximum height for an accessory structure is limited to 20 feet measured as the vertical distance above finished grade to the highest point of the roof.
    - Entries: Structures shall provide either an unenclosed front porch or stoop that extends forward from the front façade.
        - Front porch:
            - Minimum width: 25 percent of the ground floor front façade width.
            - Minimum depth: 4 feet. Columns shall be constructed as a decorative feature.
        - Stoop:
            - Minimum size: 24 square feet.
            - The stoop platform shall be elevated a minimum of 7 inches above finished grade.
    - Transparency/Windows:
        - Windows and doors shall occupy at least 25% of the front façade.
        - Decorative trim at least 3.5 inches wide is required for all windows and doors on the front façade.
    - Roof Form: Roofs shall be gabled, hipped, or a combination thereof. Flat, mansard, shed, or other similar roof forms would not be permitted.
    - Building Mass and Form: In addition to the items above, at least two of the following design features shall be provided along the front of the residence:
        - Dormers
        - Projection (bay, bump-out, or bow) window with a minimum 24 inches projection
        - Split garage doors where a column or post divides single-car garage doors

        - Balustrade, railing, or low wall enclosing the front porch or stoop
        - Multi-pane or mission-style windows

- For the **Height Overlay District**, staff proposes to maintain the existing zoning and add the following dimensional standard for all new construction and expansions over 50% of the gross floor area:
    - The maximum building height shall be limited to 40 feet, measured consistent with the DDC Section 9.2, *Definitions*, for **Height, Building or Structure**: Height shall be measured as the vertical distance above finished grade measured to the highest point of the roof of a flat roof or to the deck line of a mansard roof, or to the midpoint of the highest gable of a pitched or hipped roof.

Staff is seeking the Planning and Zoning Commission's feedback regarding the proposed development regulations in particular the following:

1. Does the Commission concur with staff's recommendation to require conformance with all elements of the Residential Overlay for expansions over 50% of the existing gross floor area?
2. Does the Commission concur with staff's recommendation to allow for reduced front setbacks for smaller lots?
3. Does the Commission concur with requiring minimum sizes on porches and stoops?
4. Does the Commission concur with the proposed enhanced design standards (i.e. dimensional standards, entries, transparency/windows, roof form, and building mass and form) which exceed the City's typical minimum standards?
5. Does the Commission concur with the proposed height limitations and measurement methods in both the Residential and Height Overlay Districts?
6. Are there any items that have not been addressed, consistent with the SEDAP recommendations as it relates to establishing the Residential and Height Overlay Districts?

EXHIBITS

1. Agenda Information Sheet
2. SEDAP Overlay Actions and Map
3. Residential Survey Results

Respectfully submitted:
Tina Firgens, AICP
Deputy Director of Development Services/Planning Director

Prepared by:
Julie Wyatt, AICP
Principal Planner

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
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AGENDA INFORMATION SHEET

DEPARTMENT: Development Services

DCM: Cassey Ogden

DATE: October 8, 2025

SUBJECT

Receive a report, hold a discussion, and give Staff direction regarding the Southeast Denton Zoning Overlay Districts, Action Plan Tasks associated with Strategy 4.1 of the Southeast Denton Area Plan. The Southeast Denton Area Plan core boundary generally includes East McKinney Street to the north, South Bell Avenue to the west, Dallas Drive and Shady Oaks Drive to the south, and South Woodrow Lane to the east in the City of Denton, Denton County, Texas. (PZ25-194, SED Overlay Districts, Julie Wyatt and Mia Hines).

BACKGROUND

The purpose of this work session is to update the Planning and Zoning Commission on implementation progress for the **Southeast Denton Area Plan Strategy 4.1: *Establish Overlay Districts to Protect Existing Neighborhood Scale and Character***. The implementation tasks associated with the strategy are intended to provide additional zoning regulations in designated areas within Southeast Denton. These include Live/Work, Residential, and Height Overlay Districts.

As a continuation of previous Work Sessions with the Planning and Zoning Commission, the prior Agenda Information Sheets have been attached for reference: *Exhibit 2 - May 28, 2025, AIS for Proposed Live/Work Overlay* and *Exhibit 3 - June 25, 2025, AIS for proposed Residential Overlay and Height Overlay*. Background information regarding the Southeast Denton Area Plan (SEDAP) planning process, public engagement, and community goals is provided in both *Exhibits 2* and *3*. Specific use and buffer regulations proposed for the Live/Work Overlay are provided in *Exhibit 2*. A full listing of the proposed residential design standards and height limitations in the Residential Overlay and Height Overlay are provided in *Exhibit 3*. Summaries of these past discussions are provided below, and the map and survey exhibits included with the prior work sessions are included as Exhibits 4-6.

PREVIOUS PLANNING AND ZONING COMMISSION DISCUSSIONS

Earlier this year, the proposed regulations for each district were presented to the Planning and Zoning Commission for discussion and direction. As noted above, the technical content of each work session discussion is summarized in the respective Agenda Information Sheets for those work sessions, which are provided as Exhibits 2 and 3 to this report. The following is a summary of the questions posed by staff and feedback provided by the Commissioners:

- **Live/Work Overlay District**: At the May 28th Planning and Zoning Commission meeting, most of the Commission's discussion largely centered on the methods and results of the community engagement process thus far, recognizing that the number of respondents equates to a significantly small proportion of the community, and suggesting ways to obtain additional input.

- **Live/Work Dwelling Land Use.** The Commission pointed out that, as a land use, "live/work dwellings" have the potential to be more intense than the surrounding neighborhood because it requires that the residential "live" use be subordinate to the nonresidential "work" use. Additionally, it was noted that most of the nonresidential land uses that amassed significant support amongst respondents could be permitted contingent upon approval of an SUP within the R7 Zoning. Staff emphasized that the proposal to change the base zoning to R7 and allow certain businesses to stand alone acknowledges these two key factors and attempts to strike a balance between minimizing impacts on surrounding residences and alleviating barriers for new and small-scale businesses that might match the community's preferences but require significant building renovation to meet building safety standards for "live/work dwellings".
- **Differing Land Use Characteristics within the Overlay.** The Commission was generally in favor of Staff's approach to first consider addressing properties along East Prairie Street as the first step to adopting the Live/Work Overlay and bringing back standards for the remainder of the area at a future date.
- **Change of Zoning.** A question arose about how, in one area, changing the base zoning from MN to R7 could limit the development potential of a tract since properties used for access must be zoned to allow the land use that access serves. Staff clarified that the R7 District is a good transition in this case because the Future Land Use designation in this area is Moderate Residential, consistent with the development regulations and land use permissions of R7 Zoning. Otherwise, the Commission was generally in favor of the proposed base zoning change to R7.
- **Operational and Development Requirements.** The Commission generally agreed with the proposed requirements.
- **Other Items to Consider.** The Commission concluded with directing Staff to keep in mind issues of public safety components such as lighting and police presence, site design components such as drainage, streetscape and building scale, keeping the neighborhood involved throughout the process, and continued coordination with other City departments and services to promote.

- **Residential Overlay and Height Overlay Districts**: Generally, the Planning and Zoning Commission requested additional feedback from the community and stakeholders prior to moving forward with consideration of the overlay districts, particularly since the Residential Overlay would impact all homeowners within Southeast Denton.
  - **Residential Overlay Applicability**. Half of the Commissioners concurred that properties should conform with all elements of the Residential Overlay for expansions over 50% of the existing gross floor area. The remaining Commissioners requested additional public feedback.
  - **Reduced Front Yard Setbacks for Smaller Lots**. The Commission was generally not in favor of reducing the front yard setback, as it could result in homes out of scale with the surrounding neighborhood. Staff responded that both setbacks and building coverage limit the scale of building on a given lot; therefore, regardless of a smaller front yard setback, a building may not exceed the maximum building coverage within the base zoning district.
  - **Minimum Size of Porches and Stoops**. Half of the Commissioners agreed with the proposal, with the caveat that a property owner could opt for a stoop instead of a porch. Other Commissioners expressed reservations regarding the requirement, as this design feature would likely increase the cost of construction, impacting affordability.
  - **Enhanced Design Standards for Front Facades**. While the Commissioners were generally in favor of the proposed enhanced design standards, details regarding this regulation caused some concern. Specifically, the regulation's wording was confusing, increasing the required number of design elements may be appropriate, and additional community feedback is needed to determine how this proposal will impact property owners and affordability.
  - **Height Limitations in both the Residential and Height Overlay Districts**. There was agreement in limiting the structure heights as proposed. However, some discussion suggested modifying the regulation to refer to stories rather than feet in the Residential Overlay. Staff will

continue engaging with the community to ensure that the regulation is clear for both Staff and property owners to apply.

- **Any Items not Addressed**. The Commissioners emphasized that affordability and community buy-in were crucial to the process and consideration of the overlay districts.

Ultimately, the Planning and Zoning Commission directed staff to continue with additional public engagement to ensure the proposed overlay districts accurately capture the community's goals and vision. Additional community feedback will be provided to the Planning and Zoning Commission at the October 8th work session.

EXHIBITS

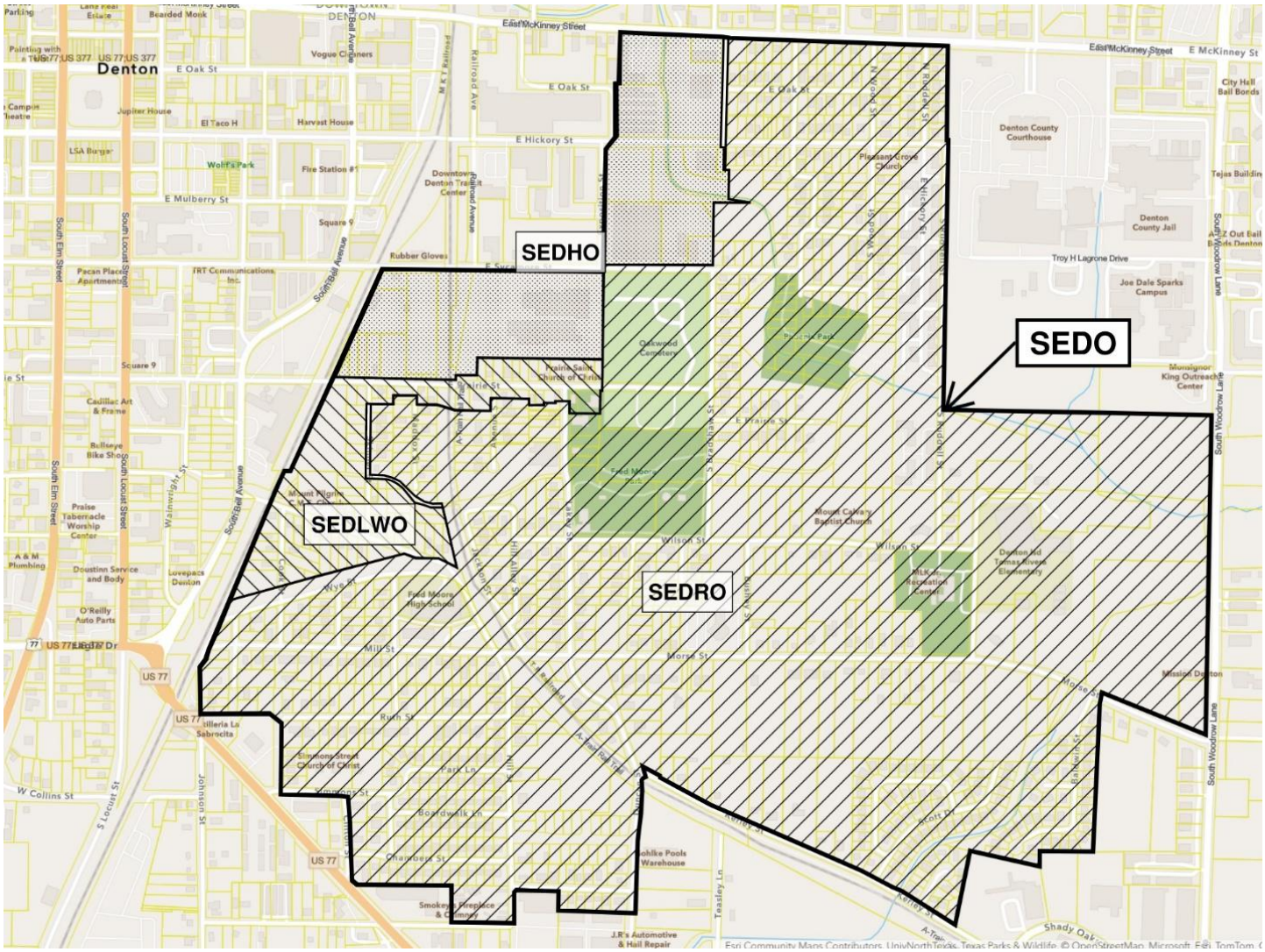
1. Agenda Information Sheet
2. May 28, 2025 AIS for Proposed Live/Work Overlay
3. June 25, 2025 AIS for Proposed Residential Overlay and Height Overlay
4. SEDAP Overlay Actions and Map
5. March 2025 Nonresidential Land Use Survey Results
6. March 2025 Residential Survey Results

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Julie Wyatt, AICP
Principal Planner

Mia Hines, AICP
Senior Planner

Proposed Southeast Denton Overlay Boundaries



Legend

- Southeast Denton Residential Overlay (SEDRO)
- Southeast Denton Height Overlay (SEDHO)
- Southeast Live/Work Overlay (SEDLWO)
- Southeast Denton Overlay Districts Boundary (SEDO)

Subchapter 4 Overlay and Historic Districts

4.1 Purpose

This subchapter establishes procedures and standards to allow the creation of Overlay and Historic Districts in Denton to protect and enhance specific lands and structures which, by virtue of their type or location, have characteristics which are distinct from lands and structures outside such special districts. The districts shall contain such reasonable and necessary requirements to ensure the protection and enhancement of said lands and structures.

4.2 Applicability of Underlying Zoning Districts

4.2.1 Land within an Overlay or Historic District shall remain part of the underlying zoning district designation established in Subchapter 3: Zoning Districts, and may, in addition, lie in one or more overlay districts in accordance with the designation of each.

4.2.2 Whenever any provision of the underlying zoning district is in conflict with the Overlay and/or Historic Districts, the provisions of the Overlay and/or Historic Districts shall govern.

4.3 Conflicts with Other Ordinances

4.3.1 To the extent the provisions of this section conflict with any other ordinances of the City of Denton, the provisions of this section shall govern. All other regulations and ordinances of the City of Denton not in conflict with this section shall remain in full force and effect.

4.3.2 Where the regulations of this section modify any provision of any other applicable ordinance, the words used in this section shall have the meaning defined in the provisions of the ordinance modified, unless the definition is otherwise provided in this section.

4.4 Creation and Amendments

4.4.1 Overlay Districts.

The creation and amendments to an Overlay District shall be made pursuant to Subsection 2.7.4: Zoning Text Amendment, and Subsection 2.7.2: Zoning Map Amendment.

4.4.2 General Standards.

Every recommendation to create or amend any Overlay or Historic District shall address the following, as applicable:

A. **Statement of Purpose.**

1. A statement of purpose specifying the nature of the special and substantial public interest and public welfare involved;

2. Objectives to be promoted by creation of the Overlay or Historic District; and

3. Imposition of the regulations and design standards proposed.

B. **Proposed Boundary.** Proposed district boundaries, depicted on one or more maps, including the Official Zoning Map of City, which shall include all other zoning regulations applicable to the property(s) proposed for inclusion in the district.

C. **Proposed Regulations.**

1. Regulations and/or design standards proposed to promote the special purposes of the Overlay or Historic District.

2. Regulations or design standards shall be designed to reasonably promote the purposes of the district, and may require or address any of the following, in addition to or in lieu of other regulations affecting property within the Overlay or Historic District:

a. Protection of features designated as being of special concern within the district;

b. Levels of permission for land use types within the district;

c. Special performance standards, use-specific standards, and development regulations;

d. Other matters as appropriate to promote the special public interests of the district.

4.11 Southeast Denton Overlay Districts

4.11.1 Purpose

The Southeast Denton Overlay Districts are intended to promote the Southeast Denton community's goals: honor the culture and heritage of Southeast Denton, strengthen neighborhoods and housing affordability, invest in economic prosperity, elevate the quality of public amenities and infrastructure, and create a safe and connected, multi-modal travel system. While Southeast Denton is a large area which includes approximately 675 acres generally bounded by East McKinney Street to the north, South Bell Avenue to the west, Dallas Drive and Shady Oaks Drive to the south, and South Woodrow Lane to the east, the overlay districts are more narrowly focused on those areas most impacted by proximity to Downtown and redevelopment pressure. The following overlay districts include regulations which ensure that infill development, new construction, land uses, and public infrastructure are designed in a manner consistent with the overall purpose.

4.11.2 Southeast Denton Overlay Districts Established

A. **Relation of the Southeast Denton Overlay Districts to Base Zoning Districts.** Properties located within the SEDO District shall follow the uses and development standards as provided for in the applicable base zoning district and Official Zoning Map established by Subsections 3.1.1 and 3.1.3 of the DDC, except as modified herein. Where modifications are not expressly authorized within the Overlay District Standards, all other requirements of the Denton Development Code, as amended, must be met. In the event of any conflict between the Overlay Districts' standards and other provisions of the Denton Development Code, the Overlay Districts' standards shall control. Any structure, lot, and associated site feature lawfully existing within the boundaries of the SEDHO Subdistrict on the effective date of this overlay district shall be deemed a lawful structure, lot, or site feature.

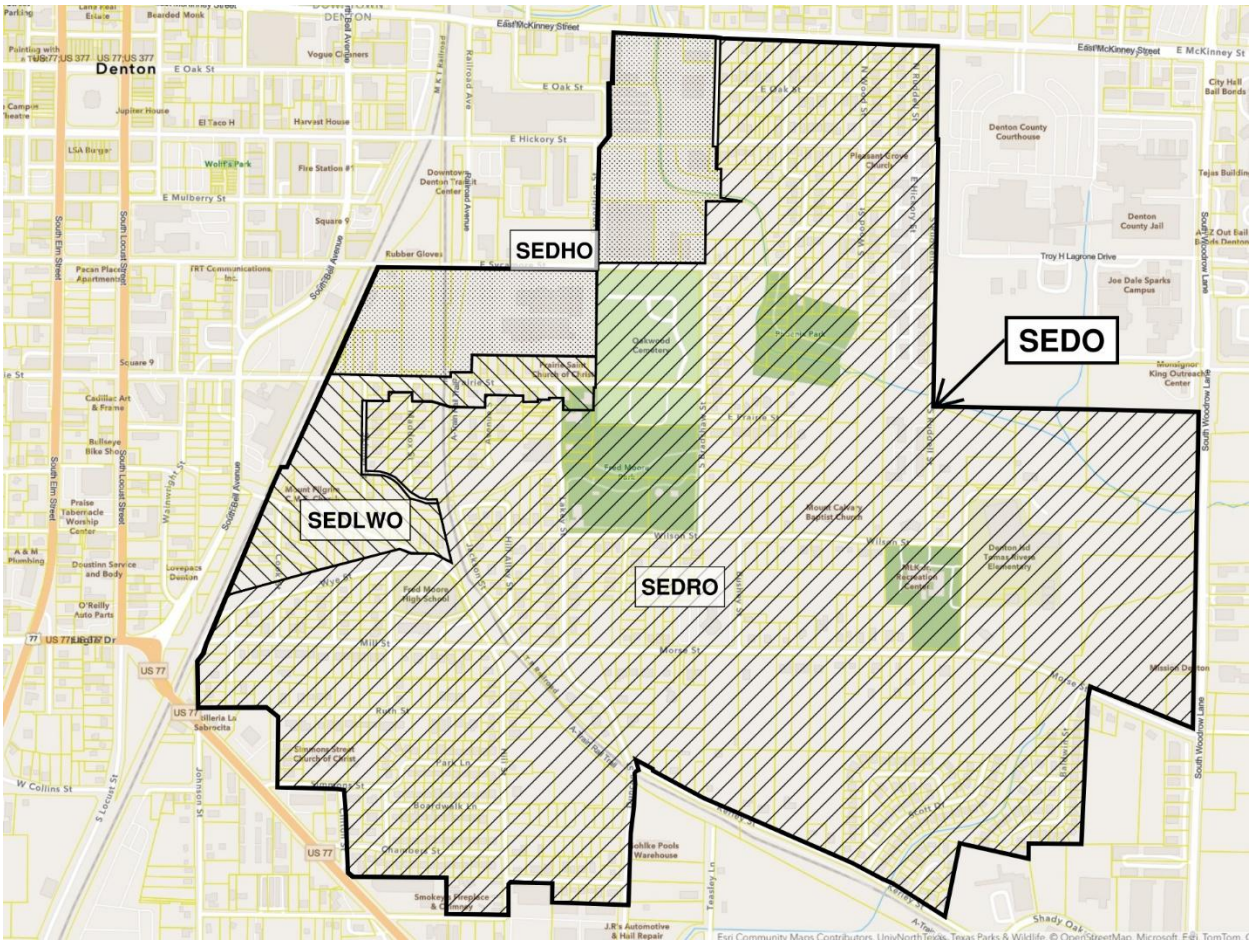
B. **Subdistricts Established.** The following districts are established with separate goals and standards. The location and boundary of these subdistricts is shown on Figure 4.11-2

1. **Southeast Denton Residential Overlay (SEDRO)**. The Southeast Denton Residential Overlay (SEDRO) Subdistrict regulations outlined in Subsection 4.11.3 establish standards to preserve the scale and design of existing residential neighborhoods. The regulations set forth in these development standards are for the SEDRO District which consists of approximately 375.94 total acres depicted in Figure 4.11-3.

2. **Southeast Denton Height Overlay (SEDHO)**. The Southeast Denton Height Overlay (SEDHO) Subdistrict regulations outlined in Subsection 4.11.4 establish height limitations within the boundary to encourage compatible scale for commercial development near existing residential neighborhoods. The regulations set forth in these development standards are for the SEDHO Subdistrict which consists of approximately 39.77 total acres depicted in Figure 4.11-4.

3. **Southeast Denton Live-Work Overlay (SEDLWO)**. The Southeast Denton Live-Work Overlay (SEDLWO) Subdistrict, as established in Subsection 4.11.5, establishes land use and site design standards to allow for neighborhood scaled commercial opportunities to occur in a manner that limits barriers for small business owners and minimizes adverse impacts on existing residences. The regulations set forth in these development standards are for the SEDLWO Subdistrict which consists of approximately 27.58 total acres depicted in Figure 4.11-5.

{Figure 4.11-2: Southeast Denton Overlay Subdistricts Map}



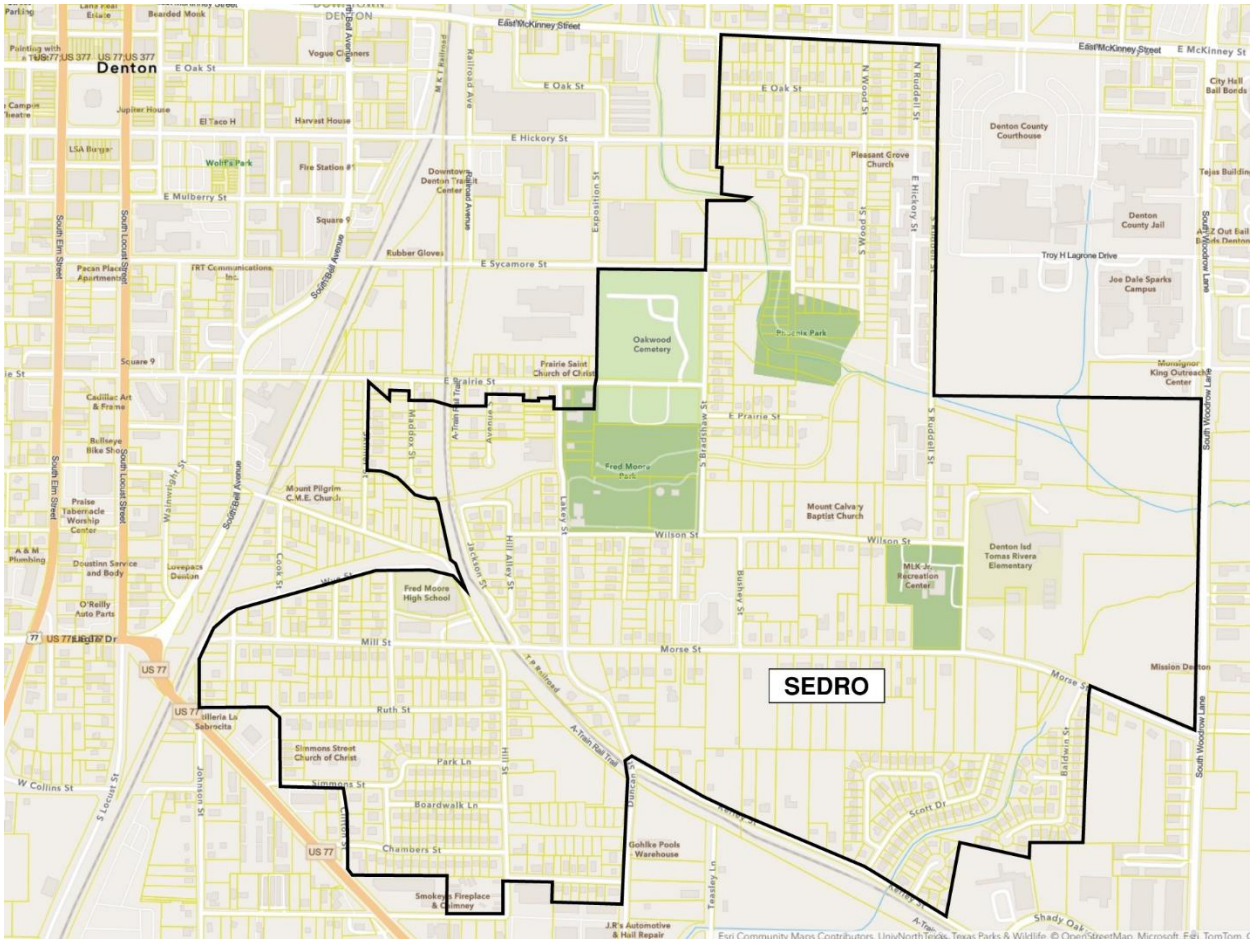
C. **Administration**. Any future amendment to a specific overlay subdistrict will only require notification to the applicable overlay subdistrict in accordance with Subsection 2.4.6.

4.11.3 SEDRO – Southeast Denton Residential Overlay

A **Purpose and intent**. Southeast Denton is a collection of culturally and historically significant residential neighborhoods constructed throughout the 20th Century. The Southeast Denton Residential Overlay (SEDRO) Subdistrict is intended to protect the character of these neighborhoods by encouraging compatible architectural design features and building scale for new and existing structures

B **Boundary.** The SEDRO Subdistrict is bounded by East McKinney Street to the north; North Bradshaw Street, East Prairie Street, and the MKT Railroad to the west; Smith Street, Kerly Street, and Morse Street to the south; and South Woodrow Lane to the east and consists of approximately 375.94 total acres as shown in Figure 4.11-3. and depicted on the Official Zoning Map of City.

{Figure 4.11-3: Southeast Denton Residential Overlay Subdistrict Map}



C Regulations.

1 **Applicability**. The following shall require compliance with the SEDRO Subdistrict regulations. Where modifications are not expressly established within the SEDRO Subdistrict, all other requirements of the Denton Development Code, as amended, must be met.

a Construction of a new primary or accessory structure on a Residentially zoned property shall comply with all SEDRO Subdistrict regulations. Construction of a new primary or accessory structure in all other zoning districts shall comply with Subsections 4.11.3C.2b, *Dimensional Standards*, and 4.11.3C.3a.iii, *Roof Form*, below.

b For expansions of an existing structure, the new/expanded portion of the structure shall only comply with Subsections 4.11.3C.2b, *Dimensional Standards*, and 4.11.3C.3a.iii, *Roof Form*, below.

c Any structure, lot, and associated site feature lawfully existing within the boundaries of SEDRO Subdistrict on the effective date of this overlay subdistrict shall be deemed a lawful structure, lot, or site feature.

2 Zoning

a **Permitted Uses.** All properties located within the SEDRO Subdistricts are subject to a base zoning district which conforms to the Official Zoning Map established by DDC Subsection 3.1.3, as amended. Properties shall be developed and used only in accordance with the allowable primary and accessory uses in the applicable base zoning district.

b **Dimensional Standards.** All properties within the SEDRO Subdistrict shall comply with the dimensional standards associated with the applicable base zoning district except as modified herein.

i **Building Height (maximum)**.

(a) The maximum building height for a primary structure shall be limited to 30 feet.

(b) The maximum building height for accessory structures shall be limited to 20 feet.

ii **Building Height Measurement**.

(a) Height shall be measured as the vertical distance above finished grade to the highest point of the roof.

(b) Table 3.7-B: Authorized Exceptions to Height Standards are applicable in the SEDRO Subdistrict.

3 Site and Building Design. All properties within the SEDRO Subdistrict shall comply with the development standards listed in this subsection below. Except as modified herein, all other requirements of the Denton Development Code applicable to a property's base zoning district and Building Design requirements in Subsection 7.10.3, as amended, shall apply.

a Building Mass and Form. In place of the required design features in DDC Subsection 7.10.3E, each single-family detached, duplex, townhome, triplex, and fourplex dwelling shall provide the following:

i **Front Entry**. All new primary structures shall provide either an unenclosed front porch or a stoop which extends forward from the face of the front façade or is in line with a plane of the front façade. Stand-alone recessed front entries are not permitted.

(a) **Front Porch**. An unenclosed front porch is a covered exterior shelter built as an integral architectural element of a structure that is open on two or more sides and leads to the front entrance of the structure.

(i) Minimum width: 25 percent of the ground floor front façade width.

(ii) Minimum depth: 4 feet measured from the outside of the support columns to the face of the front façade.

(iii) Porch roof support columns are required and shall be constructed as a decorative feature by incorporating designs that may include, but are not limited to, use of two or more contrasting materials on each support, box columns with a brick or stone base, or turned wood.

(b) **Stoop**. A stoop is a smaller, covered or uncovered, raised exterior platform which extends forward from the face of the front façade and leads to the front entrance of the structure.

(i) Minimum size: 24 square feet.

(ii) The stoop platform shall be elevated a minimum of 7 inches above finished front yard grade.

ii **Design Features**. Primary residential buildings shall incorporate at least two of the following design features to provide visual relief along the front of the residence:

(a) Dormers;

(b) Projected Window (bay, bump-out, or bow) with a minimum 24 inches projection;

(c) Split garage doors where a column or post divides single-car garage doors;

(d) Balustrade, railing, or low wall enclosing the front porch or stoop; and/or

(e) Multi-pane or mission-style windows for all front façade windows.

iii **Roof Form**. Roofs visible from the street shall be gabled, hipped, or a combination thereof. Flat, mansard, shed, or other similar roof forms are not permitted. Awnings are permitted.

b **Building Transparency/Windows.** In place of the required transparency/windows in DDC Subsection 7.10.3G, each single-family detached, duplex, townhome, triplex, and fourplex dwelling shall provide the following:

i Within the front façade (front adjoining a public or private right-of-way where the entrance/address is located), windows and doors (excluding garage doors) shall comprise at least 25 percent of the wall area. Shutters, trims, or false windows/doors shall not count toward the minimum requirement.

ii Windows shall be provided with an architectural surround at the jamb. Decorative trim is required for all windows and doors within the front facade and must be at least 3 ½ inches wide. Decorative trim may include a variety of materials, either contrasting or similar to the exterior material, provided that the material differentiates the trim from the wall plane.

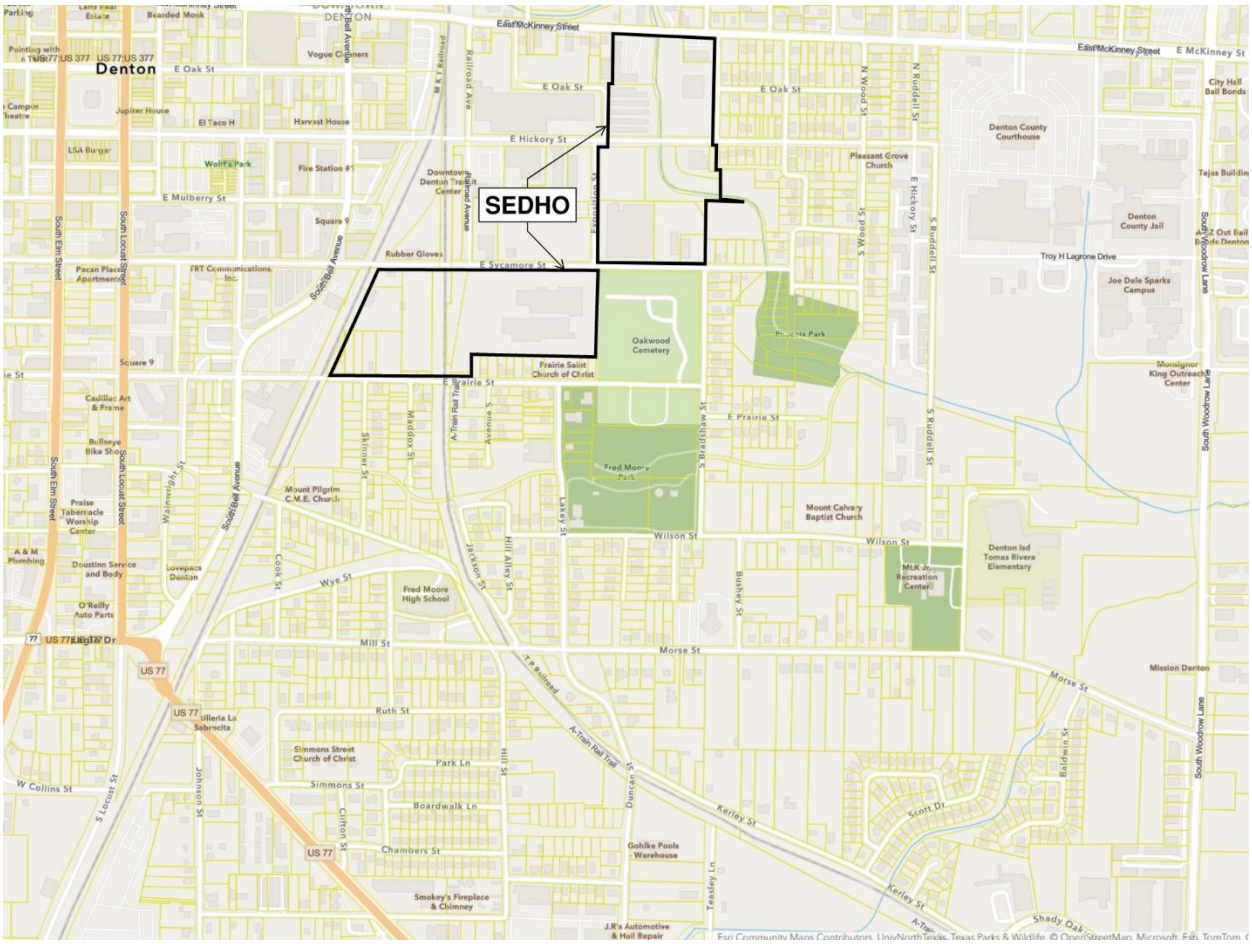
4.11.4 SEDHO – Southeast Denton Height Overlay

A. **Purpose and intent**. The Downtown Denton Transit Center sits within the Southeast Denton Area, creating a prime opportunity for increased residential density and transit-oriented development. The Southeast Denton Height Overlay (SEDHO) Subdistrict is intended to allow space for these opportunities while minimizing adverse visual impacts on the adjacent low-density residential neighborhoods.

B. **Subdistrict Established.** The Southeast Denton Height Overlay (SEDHO) Subdistrict is bounded by East McKinney Street to the north, Exposition Street to the west, East Sycamore Street to the south, and North

Bradshaw Street to the east and consists of approximately 37.77 total acres as shown in Figure 4.11-4 and depicted on the Official Zoning Map of City.

{Figure 4.11-4: Southeast Denton Height Overlay Subdistrict Map}



C. **Regulations**.

1. **Applicability**. The following shall require compliance with SEDHO Subdistrict Proposed Regulations. Where modifications are not expressly established with the SEDHO Subdistrict, all other requirements of the Denton Development Code, as amended, must be met.

   a. Construction of a new primary or accessory structure.

   b. Expansions of an existing structure shall comply with the SEDHO Subdistrict regulations.

2. **Zoning**.

   a. **Permitted Uses.** All properties located within the SEDHO Subdistrict are subject to a base zoning district which conforms to the Official Zoning Map established by DDC Subsection 3.1.3, as

amended. Properties shall be developed and used only in accordance with the permitted primary and accessory uses allowed in the applicable base zoning district.

b. **Dimensional Standards.** All properties within SEDHO Subdistrict shall comply with the dimensional standards associated with the applicable base zoning district except as modified herein.

i. **Building Height**. The maximum building height shall not exceed 40 feet.

ii. DDC Table Notes 3.3-A [1], 3.3-A [2], 3.3-D [1], and 3.3-D [2] shall not apply in SEDHO Subdistrict.

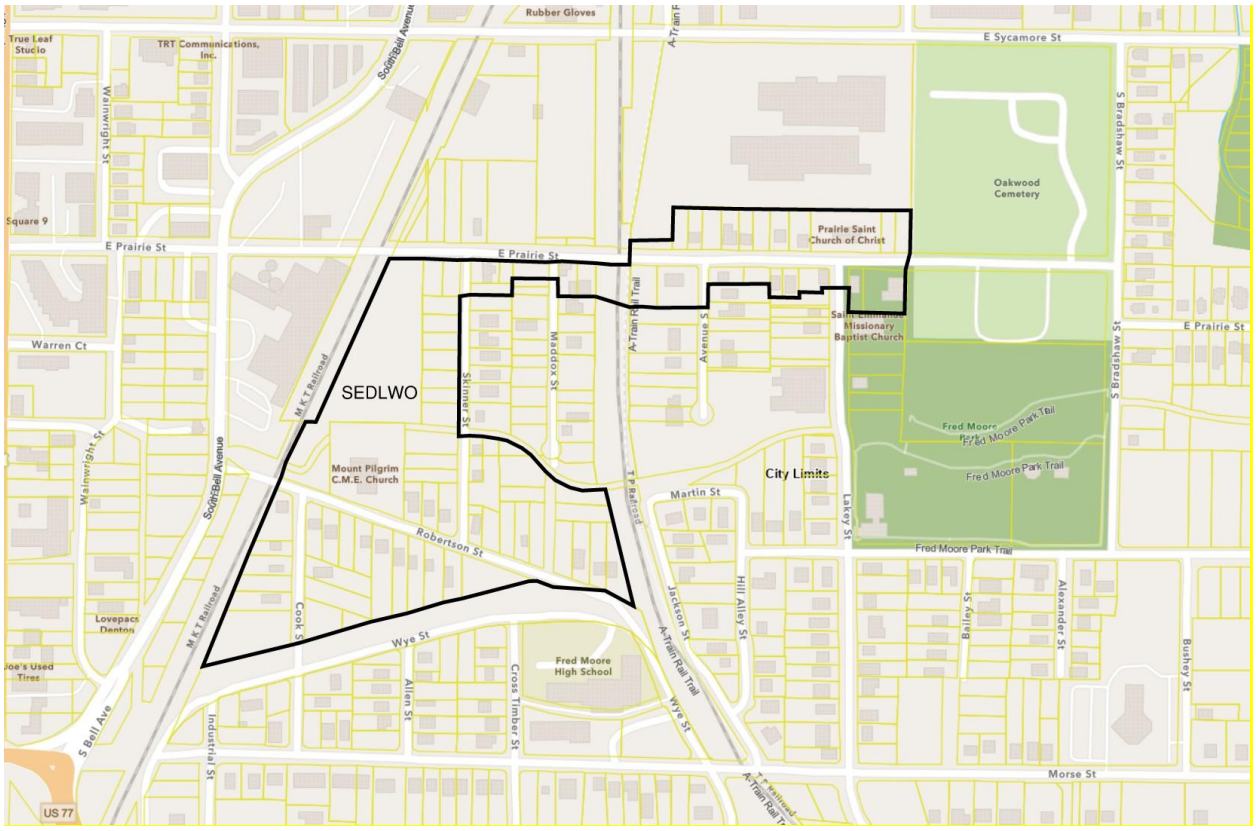
iii. Table 3.7-B: Authorized Exceptions to Height Standards are applicable in SEDHO Subdistrict.

4.11.5 SEDLWO – Southeast Denton Live-Work Overlay

A **Purpose and Intent**. The Southeast Denton Live-Work Overlay (SEDLWO) Subdistrict encompasses an area historically known for neighborhood scaled nonresidential activities. The Subdistrict is intended to allow for a variety of appropriate residential and nonresidential land uses while mitigating adverse impacts of increased nonresidential activity on adjacent residential neighborhoods.

B **Subdistricts Established.** The Southeast Denton Live-Work Overlay (SEDLWO) Subdistrict generally includes properties along the north and south side of East Prairie Street between Oakwood Cemetery and the MKT Railroad, properties along the west side of Skinner Street, properties along the north and south sides of Robertson Street situated between Wye Street and the Stream PEC 4 drainage channel, and properties along the east and west sides of Cook Street north of Wye Street and consists of approximately 27.58 total acres as shown in Figure 4.11-5 and depicted on the Official Zoning Map of City.

{Figure 4.11-5: Southeast Denton Live/Work Overlay Subdistrict Map}



The SEDLWO Subdistrict includes three Sections:

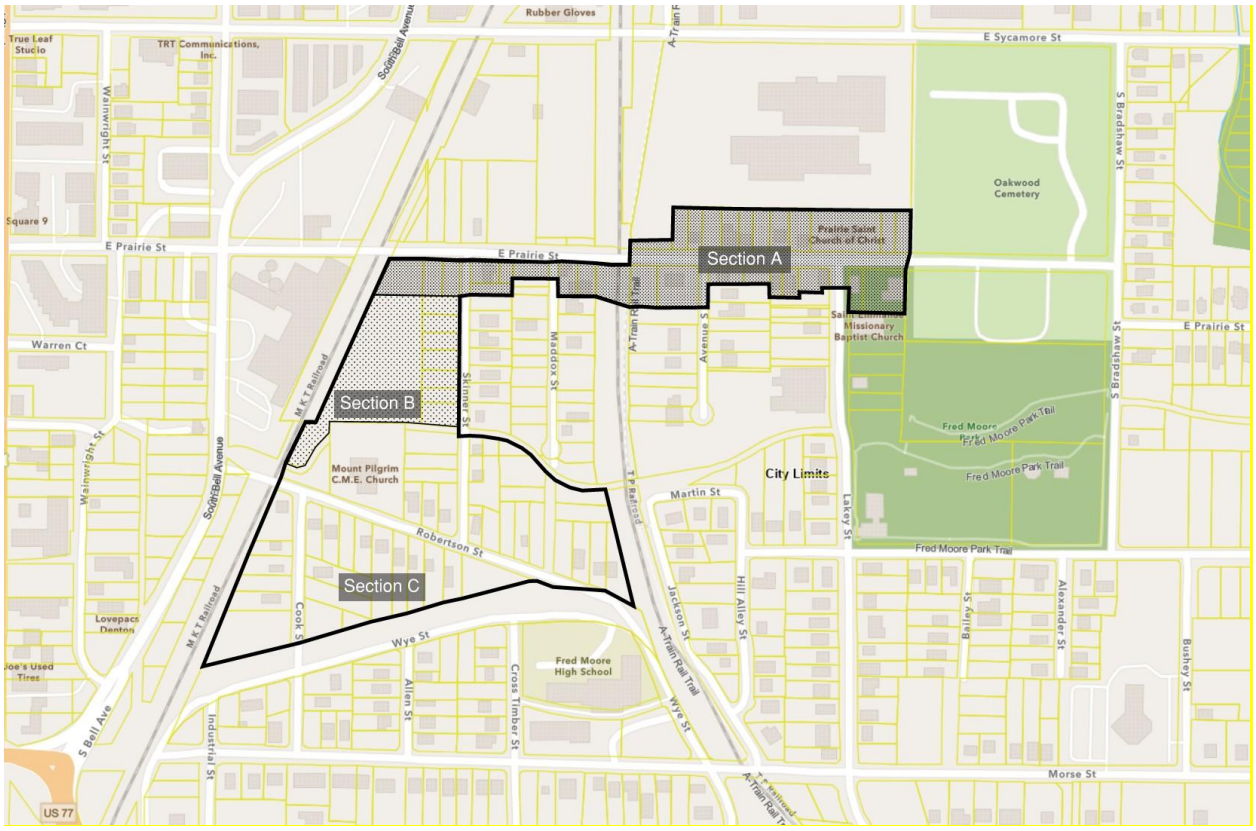
Section A – including properties along the north and south side of East Prairie Street, between Oakwood Cemetery and the MKT Railroad

Section B – including properties along the west side of Skinner Street, between East Prairie Street and the Stream PEC 4 drainage channel

Section C – including properties along the west and east side of Skinner, south of the Stream PEC 4 drainage channel, properties along the north and south sides of Robertson Street, between the MKT Railroad and TP Railroad, and properties along the east and west sides of Cook Street, between Robertson Street and Wye Street

The locations of these Sections are shown on Figure 4.11-6: Southeast Denton Live-Work Overlay Sections Map and depicted on the Official Zoning Map of City.

{Figure 4.11-6: Southeast Denton Live-Work Overlay Sections Map}



C Proposed Regulations.

1 **Applicability.** Unless otherwise stated herein, the standards of this subsection shall apply to all new development located within the SEDLWO area and for the following development activities:

a An existing principal structure is relocated on a lot;

b Expansions, alterations, or modifications that increase the gross floor area of an existing structure by the lesser of 1,000 square feet or 25%; or

c Properties and existing structures seeking a Certificate of Occupancy or Certificate of Land Use for any new non-residential land use and/or change of non-residential land use.

2 Zoning.

a **Section A: Permitted Uses and Operational Standards.** This subsection is intended to allow opportunities for new neighborhood-scale non-residential uses within proximity to existing residential neighborhoods.

i All properties located within the SEDLWO District Section A are subject to the property's applicable base zoning district which conforms to the Official Zoning Map established by DDC Subsection 3.1.3, as amended, except as modified herein. Properties shall be developed and used only in accordance with the permitted primary and accessory uses allowed in the applicable base zoning district except as otherwise stated herein.

ii In addition to those land uses permitted within a property's underlying zoning district as established by Table 5.2-A, the land uses listed in Table 4.11-B may be permitted subject to the

associated Building Design Standards, Operational Standards, and Land Use Standards established within this subsection. New residential and nonresidential development shall comply with the Use Specific Standards provided in Section 5.3. Where there is conflict between the Use Specific Standards of Section 5.3 and the Land Use Standards provided within this subsection, the Land Use Standards provided within this subsection shall govern.

Table 4.11-A: Southeast Denton Live-Work Table of Allowed Uses *Section A*		
P = permitted S = specific use permit required Blank cell = use prohibited + = use specific standards apply		
		Land Use Standards
Administrative Office	P+	4.11.6D.2.a.v(a)
Business or Trade School	S+	4.11.6D.2.a.v(b)
Day Care, Child	P+	4.11.6D.2.a.v(c)
Dwelling, Work/Live	P+	4.11.6D.2.a.v(d)
Mobile Food Court	S+	4.11.6D.2.a.v(e)
Personal Service, General	P+	4.11.6D.2.a.v(f)
Restaurant	P+	4.11.6D.2.a.v(g)
General Retail	P+	4.11.6D.2.a.v(h)
Self-Service Laundry	S+	4.11.6D.2.a.v(i)

iii **Operational Standards for Nonresidential Uses**. To minimize impacts on the existing residences, operations for all new nonresidential uses within this Overlay District shall adhere to the following standards:

(a) Hours of Operation – Excluding day-care centers, permitted hours of operation for all new nonresidential uses shall be limited to 8:00 a.m. to 8:00 p.m. Monday to Thursday, and 8:00 a.m. to 10:00 p.m. Friday to Sunday.

(b) Noise – Noise levels shall comply with the Code of Ordinances.

iv **Building Design Standards.** New residential and nonresidential land uses shall comply with the design standards of the Southeast Denton Residential Overlay as established in Section 4.11.3 above.

v **Land Use Standards.** New nonresidential land uses proposed within Section A shall be subject to the land use standards of this subsection in addition to the Use Specific Standards of Section 5.3. Where there is conflict between the Use Specific Standards of Section 5.3 and the Land Use Standards provided within this subsection, the Land Use Standards provided within this subsection shall govern. Additionally, any minimum parking standards noted herein shall replace those prescribed in Table 7.9-I.

(a) Administrative Offices

(i) This use shall not exceed 5,000 square feet gross floor area per lot

(ii) Minimum vehicular parking required: 4 spaces

(b) Business or Trade School

(i) Practical or "hands-on" training related to welding, auto repair and engineering, obtaining a Commercial Driver's License, and similar training requiring significant welding and mechanical work or the use of large commercial vehicles on-site shall be prohibited. Classroom space for instruction related to these training categories may be permitted.

(ii) This use shall not exceed 5,000 square feet gross floor area per lot

(iii) Minimum vehicular parking required: one space per 2 students design capacity plus 1 space per employee on the largest shift, but no less than four spaces

(c) Day Care, Child

(i) Permitted hours of operation shall be limited to 6:00 a.m. to 8:00 p.m. daily.

(ii) Minimum vehicular parking required: one space per 5 children, but no less than four spaces

(d) Dwelling, Work/Live

(i) There shall be no minimum or maximum proportional gross floor area requirement for the residential or nonresidential component, but the structure shall comply with all building code requirements applicable to the proposed proportions.

(ii) The nonresidential use does not have to be operated by a resident of the work/live dwelling, but the nonresidential use and residential unit shall maintain the same ownership.

(iii) The nonresidential use shall be limited to those nonresidential uses and associated use specific standards permitted applicable to the underlying Zoning District as well as the additional uses listed within Table 4.11-A .

(iv) Minimum vehicular parking required: 4 spaces

(e) Mobile Food Court

(i) Mobile food courts shall comply with the Use Specific Standards of Subsection 5.3.5G, as amended

(ii) Mobile food courts shall not exceed 5,000 square feet per lot

(f) Personal Service, General

(i) This use shall not exceed 5,000 square feet gross floor area per lot

(ii) Minimum vehicular parking required: 4 spaces

(g) Restaurant

(i) Restaurants shall not exceed 5,000 square feet gross floor area

(ii) Walk-up pick-up windows may be allowed, but drive-through facilities shall not be permitted

(iii) The storage of raw and/or spent materials associated with crafting of alcoholic beverages shall be prohibited

(iv) Minimum vehicular parking required: one space per 4 design occupancy-load per Building Code, but no less than 4 spaces

(h) General Retail

(i) If Retail sales is the only land use, the structure may not exceed 5,000 square feet

(ii) Retail sales between 5,000 square feet and 15,000 square feet shall only be permitted as part of a mixed-use building that contains a minimum of 5 residential units

(iii) Retail sales exceeding 15,000 square feet shall be prohibited

(iv) Minimum vehicular parking required: one space per 350 square feet gross floor area, but no less than four spaces

(i) Self-Service Laundry

(i) If self-service laundry is the only land use, the structure may not exceed 2,500 square feet gross floor area

(ii) A self-service laundry facility may be between 2,500 square feet and 5,000 square feet only as part of a mixed-use building that contains a minimum of 5 residential units

(iii) A self-service laundry facility may not exceed 5,000 square feet

b **Section B: Permitted Uses and Use-Specific Standards**. This section is intended to allow opportunities for additional missing middle housing within the area. This section encourages the vertical mix of uses for new neighborhood-scale commercial and new residential development of moderate density within proximity of existing residential neighborhoods.

i All properties located within the SEDLWO District Section B are subject to the property's applicable base zoning district which conforms to the Official Zoning Map established by DDC Subsection 3.1.3, as amended, except as modified herein. Properties shall be developed and used only in accordance with the permitted primary and accessory uses allowed in the applicable base zoning district except as otherwise stated herein.

ii In addition to those land uses permitted within a property's underlying zoning district as established by Table 5.2-A, the land uses listed in Table 4.11-B may be permitted subject to the associated Building Design Standards, Operational Standards, and Land Use Standards established within this subsection. New residential and nonresidential development shall comply with the Use Specific Standards provided in Section 5.3. Where there is conflict between the Use Specific Standards of Section 5.3 and the Land Use Standards provided within this subsection, the Land Use Standards provided within this subsection shall govern.

Table 4.11-B: Southeast Denton Live-Work Table of Allowed Uses *Section B*		
P = permitted S = specific use permit required Blank cell = use prohibited + = use specific standards apply		
		Land Use Standards
Day Care, Child	P+	4.11.6D.2.b.v(a)
Dwelling, Duplex	P+	
Dwelling, Fourplex	P+	
Dwelling, Triplex	P+	

Dwelling, Townhome	P+	
Dwelling, Work/Live	P+	4.11.6D.2.b.v(b)

iii **Operational Standards for Nonresidential Uses.**

(a) Hours of Operation - Excluding day-care centers, permitted hours of operation for all new nonresidential uses shall be limited to 8:00 a.m. to 8:00 p.m. Monday to Thursday, and 8:00 a.m. to 10:00 p.m. Friday to Sunday.

(b) Noise – Noise levels shall comply with the Code of Ordinances.

iv **Building Design Standards.** New residential and nonresidential land uses shall comply with the design standards of the Southeast Denton Residential Overlay as established in Subsection 4.11.3 above.

v **Land Use Standards**. New nonresidential land uses proposed within Section A shall be subject to the land use standards of this subsection in addition to the Use Specific Standards of Section 5.3. Where there is conflict between the Use Specific Standards of Section 5.3 and the Land Use Standards provided within this subsection, the Land Use Standards provided within this subsection shall govern. Additionally, any minimum parking standards noted herein shall replace those prescribed in Table 7.9-I.

(a) Child-Care Center

(i) Permitted hours of operation shall be limited to 6:00 a.m. to 8:00 p.m. daily.

(ii) Minimum vehicular parking required: one space per 5 children, but no less than four spaces

(b) Dwelling, Work/Live:

(i) There shall be no minimum or maximum proportional requirement for the residential or nonresidential component, but the structure shall comply with building code requirements applicable to the proposed proportions.

(ii) The nonresidential use does not have to be operated by a resident of the work/live dwelling, but the nonresidential use and residential unit shall maintain the same ownership.

(iii) The nonresidential use shall be limited to those nonresidential uses and associated use specific standards permitted within the applicable base zoning district as well as the additional uses listed within this subsection.

c **Section C:** This section is intended to exist as a flexible transition between the neighborhood-scale nonresidential and missing middle housing types encouraged within the remainder of the SEDLWO and the established single-family residential neighborhoods outside of the SEDLWO. This section allows for the continuance of legally existing land uses and zoning designations while requiring designs compatible with the surrounding neighborhood character for all new development.

i All properties located within the SEDLWO Subdistrict Section C are subject to the base zoning district which conforms to the Official Zoning Map established by DDC Subsection 3.1.3, as amended, except as modified herein. Properties shall be developed and used only in accordance with the permitted primary and accessory uses allowed in the applicable base zoning district.

ii In addition to those land uses permitted within a property's underlying zoning district as established by Table 5.2-A, "Dwelling, Work/Live" shall also be permitted subject to the Building Design Standards, Operational Standards, and Land Use Standards established within this subsection. New residential and nonresidential development shall comply with the Use Specific Standards provided in Section 5.3. Where there is conflict between the Use Specific Standards of Section 5.3 and the Land Use Standards provided within this subsection, the Land Use Standards provided within this subsection shall govern.

iii **Land Use Standards.** New nonresidential land uses proposed within Section A shall be subject to the land use standards of this subsection in addition to the Use Specific Standards of Section 5.3. Where there is conflict between the Use Specific Standards of Section 5.3 and the Land Use Standards provided within this subsection, the Land Use Standards provided within this subsection shall govern.

(a) Dwelling, Work/Live:

(i) There shall be no minimum or maximum proportional requirement for the residential or nonresidential component, but the structure shall comply with building code requirements applicable to the proposed proportions.

(ii) The nonresidential use does not have to be operated by a resident of the work/live dwelling, but the nonresidential use and residential unit shall maintain the same ownership.

ii **Operational Standards for Nonresidential Uses.**

(a) Hours of Operation – Excluding day-care centers, permitted hours of operation for all new nonresidential uses shall be limited to 8:00 a.m. to 8:00 p.m. Monday to Thursday, and 8:00 a.m. to 10:00 p.m. Friday to Sunday.

(b) Noise – Noise levels shall comply with the Code of Ordinances.

iii **Building Design Standards.** New residential and nonresidential land uses shall comply with the design standards of the Southeast Denton Residential Overlay as established in Subsection 4.11.3 above.

2 **Landscaping and Screening**

a Compatibility Landscape Buffer Requirements – The following standards shall apply to all new nonresidential land uses adjacent to a single-family residential land use in lieu of the Compatibility Landscape Buffer Requirements established in Subsection 7.7.6

i Where a nonresidential use is proposed adjacent to an existing single-family residential use, a minimum 8-foot-tall double-faced solid wood fence shall be constructed along the entire length of the shared property line.

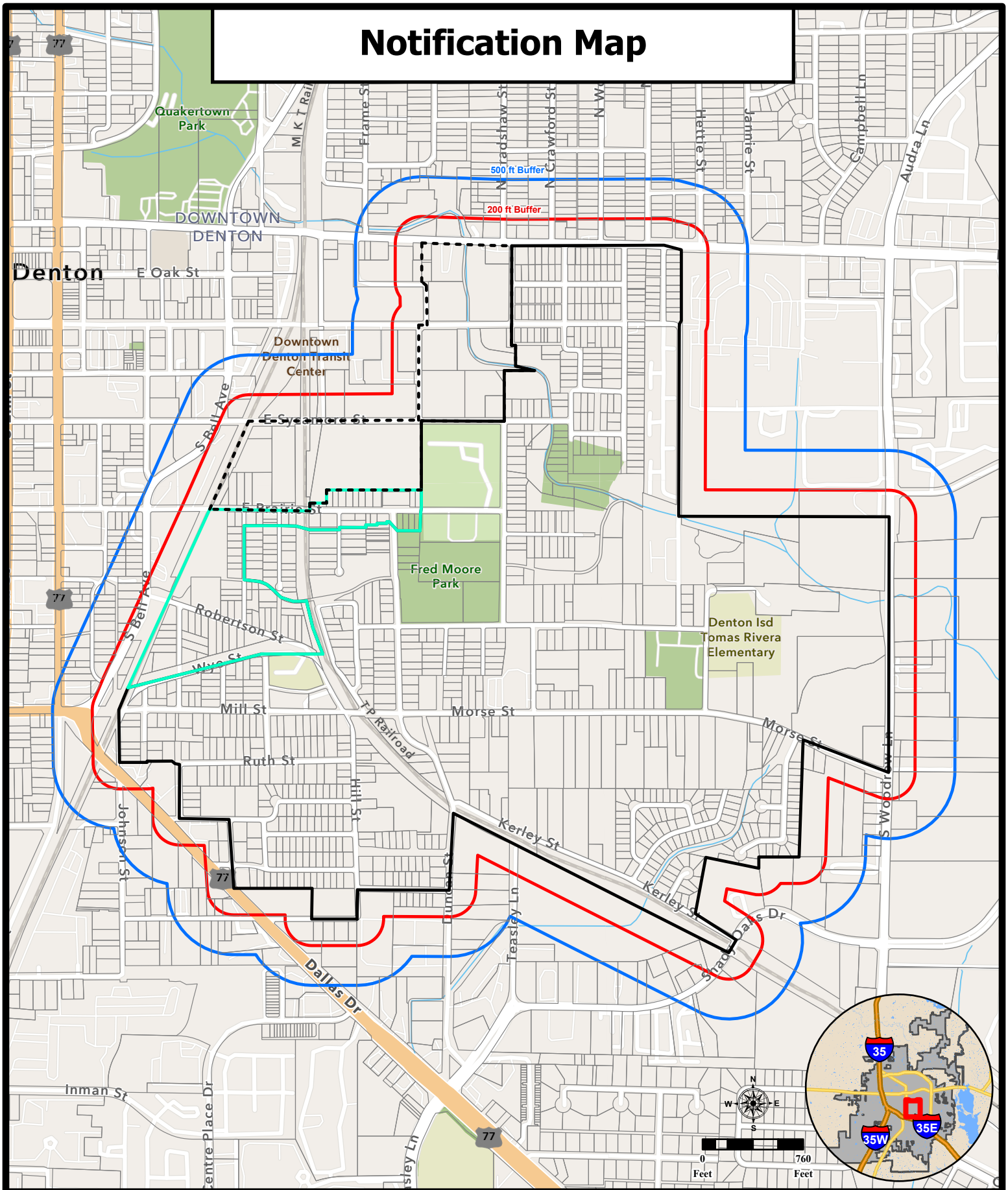
ii Where landscaping or trees exist in an area where a fence is required, the existing landscaping may be preserved in lieu of the 8-foot-tall fence if the Director determines that the height and planting locations of the existing landscaping provides equivalent screening

iii Where a nonresidential use is proposed adjacent to an existing single-family residential use, a minimum 15-foot-wide landscape buffer shall be maintained along the entire length of the shared property line.

b For all new residential and nonresidential land uses, the property must comply with the minimum Landscape and Tree Canopy Requirements of Subsection 7.7.5 as applicable to the property's underlying zoning district.

c For all fences constructed on shared property lines intended to satisfy the compatibility landscape and screening requirements of this subsection, proper fence maintenance shall be the responsibility of the nonresidential property owner.

Notification Map



Legend

- Height Restriction Overlay
- Residential Overay
- 200 FT Buffer
- Live Work Overlay
- Parcels
- 500 FT Buffer

Spatial Reference: *NAD 1983 StatePlane Texas North Central FIPS 4202 Feet*
Author: *Development Services GIS - 2930105*
Date: *3/31/2026 8:24 AM*

This information is solely for general reference and is not to be relied upon for legal, engineering, or surveying purposes. It does not replace an on-site survey and provides only an approximate location of property boundaries. While every effort has been made to ensure accuracy, no guarantee is implied. The use of this map indicates acknowledgment that the data may not be entirely accurate.

CITY OF DENTON
Inclusion • Collaboration • Quality Service
Strategic Focus • Fiscal Responsibility

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002
Southeast Denton Overlay Districts

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to julie.wyatt@cityofdenton.com or call (940) 349-8585. Please note any responses are subject to public information requests including the information provided below.

Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request ? □ Opposed to request

Comments: What impact will this project have on the current Resident citizens. The number of locations that are proposed to have all of → (OVER)

Signature: Willie Sellers

Printed Name: WILLIE SELLERS

Street Address:

City, State and Zip Code: DENTON, TEXAS, 76210 & 76205

Phone Number: 214 893-9491

Email Address: res1funk@verizon.net

Physical Address of Property within 200 Feet: 930 & 926 Scott Drive

overlayes. The Southeast area boundery
East McKenney to encompass the greatest
portion to South Woodrow Lane, that
will effect the greatest area in a
Historical Black Community?

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Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request ☒ Opposed to request

Comments:

Signature: Cheryl Yarrington

Printed Name: Cheryl Yarrington

Street Address: 1029 Ramey Circle

City, State and Zip Code: Denton, Tx 76205

Phone Number: 940.600.2688

Email Address:

Physical Address of Property within 200 Feet: 1029 Ramey Circle Denton, Texas 76205

CITY OF DENTON

Development Services
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Response Form

Project Number DCA26-0002a
Southeast Denton Overlay Districts

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Denton, TX 76201

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Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

□ In favor of request □ Opposed to request

Comments:

Signature: Colette Woods

Printed Name: Colette Woods

Street Address: 1019 Hill St

City, State and Zip Code: Denton TX 76205

Phone Number: 940-453-4043

Email Address: jamesw59@icloud.com

Physical Address of Property within 200 Feet: 1019 Hill St. 76205

CITY OF DENTON

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

See additional properties listed on back - all opposed

Response Form

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Southeast Denton Overlay Districts

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Denton, TX 76201

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Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request ☒ Opposed to request

Comments:

Signature: Baltazar

Printed Name: Baltazar Mesta

Street Address: 528 Ruth St

City, State and Zip Code: Denton 76205

Phone Number: 940 465 0951

Email Address: mesta@gte.net

Physical Address of Property within 200 Feet: 811 Industrial

See other properties for Hill Alley within 200' Listed on Back

919 Industrial
913 Industrial
811 Industrial
805 Industrial

704 Cook St
608 Cook St

all vote opposed

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

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Southeast Denton Overlay Districts

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Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

☐ In favor of request ☒ Opposed to request

Comments:

Signature: [signature]

Printed Name: Baltazar Mesta

Street Address: 528 Ruth St

City, State and Zip Code: Denton 76205

Phone Number: 940 465 0951

Email Address: mesta@gte.net

Physical Address of Property within 200 Feet:

727 E. Prairie St

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

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Southeast Denton Overlay Districts

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Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request ☒ Opposed to request

Comments:

Signature: Baltazar Mesta

Printed Name: Baltazar Mesta

Street Address: 528 Ruth St

City, State and Zip Code: 76205

Phone Number: 940 465 0951

Email Address: mestaa@gte.net

Physical Address of Property within 200 Feet: 725 E. Prairie St

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401 N. Elm St., Denton, TX 76201 • (940) 349-8600

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Southeast Denton Overlay Districts

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Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request ☒ Opposed to request

Comments:

Signature: Baltazar Mesta

Printed Name: Baltazar Mesta

Street Address: 528 Ruth St

City, State and Zip Code: 76205

Phone Number: 940 465 0951

Email Address: mesta@gte.net

Physical Address of Property within 200 Feet: 609 E. Prairie St

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

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Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request ☒ Opposed to request

Comments:

Signature: Baltazar

Printed Name: Baltazar Mesta

Street Address: 528 Ruth St

City, State and Zip Code: Denton 76205

Phone Number: 940 465

Email Address: mesta@gte.net

Physical Address of Property within 200 Feet: 601 E. Prairie St

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Southeast Denton Overlay Districts

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Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request ☑ Opposed to request

Comments:

Signature: Baltazar

Printed Name: Baltazar Mesta

Street Address: 528 Ruth St

City, State and Zip Code: Denton 76205

Phone Number: 940 465 0951

Email Address: mesta@gte.net

Physical Address of Property within 200 Feet: 1004 E. Sycamore

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002
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Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request (X) Opposed to request

Comments:

Why I Oppose To request? Can't be In favor of where I've Lived for 57yrs. Not Knowing Changes. Or What To Expect, planning and Zoning Will move forward ~~Regard~~ Regardless!

Signature: Leona Franklin

Printed Name: Leona Franklin

Street Address: 101 N. Ruddell St.

City, State and Zip Code: Denton, Tx 76205

Phone Number: (940) 594-7753

Email Address: franklindoyle45@gmail

Physical Address of Property within 200 Feet:

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Response Form

Project Number DCA26-0002
Southeast Denton Overlay Districts

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Denton, TX 76201

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Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

X In favor of request ☐ Opposed to request

Comments:

Signature: [signature]

Printed Name: Cindy Rico

Street Address: 1500 morse St

City, State and Zip Code: Denton Tx 76205

Phone Number: 469-468-6770

Email Address: cindyrico114@gmail.com

Physical Address of Property within 200 Feet: 1500 morse St

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Response Form

Project Number DCA26-0002a
Southeast Denton Overlay Districts

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401 N. Elm St.
Denton, TX 76201

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Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

□ In favor of request □ Opposed to request

Comments: The hours of operation for the propose business on Prairie street or anyother business need to be extended. Also the building need to be back to being commercial

Signature: Mary Black-Wright

Printed Name: Mary Black-Wright

Street Address: 1210 Nelson St

City, State and Zip Code: Denton, TX 76205

Phone Number: 940/391-6017

Email Address: mwright0424@yahoo.com

Physical Address of Property within 200 Feet:

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

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Denton, TX 76201

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Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

☑ In favor of request ☐ Opposed to request

Comments: Not for business hrs restrictions

Signature: Curtis Youngblood

Printed Name: Curtis Youngblood

Street Address: _____

City, State and Zip Code: _____

Phone Number: _____

Email Address: _____

Physical Address of Property within 200 Feet: _____

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

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Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

☑ In favor of request ☐ Opposed to request

Comments:

_____

_____

_____

Signature: _____

Printed Name: Bryson Garrett

Street Address: _____

City, State and Zip Code: _____

Phone Number: 214-662-2433

Email Address: bryson_dupree@live.com

Physical Address of Property within 200 Feet: _____

_____

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Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

☐ In favor of request ☑ Opposed to request

Comments:

Hours of operation

Signature: Carrie Lawson

Printed Name: CARRIE LAWSON

Street Address: 100 N. Ruddell st

City, State and Zip Code: DENTON, TX 76205

Phone Number: 940-566-2971

Email Address: N/A

Physical Address of Property within 200 Feet:

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

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Denton, TX 76201

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Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

☑ In favor of request ☐ Opposed to request

Comments: Not in favor of time restrictions. Hubs Grub is not residential! We, the community, demand the zoning is not changed!

Signature: C'Myra Garrett

Printed Name: C'Myra Garrett

Street Address: 4609 Merchant Trail

City, State and Zip Code: Denton, TX, 76207

Phone Number: 940-703-3816

Email Address: Cdgarrett00@gmail.com

Physical Address of Property within 200 Feet: _____

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

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Southeast Denton Overlay Districts

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Denton, TX 76201

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Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

□ In favor of request □ Opposed to request

Comments: Sit along resteraunt hours are not agreeded to
N/o to the overlay basiness hours -

Signature: [signature]

Printed Name: Bobby Courcelle

Street Address: 404 E. Travis St

City, State and Zip Code: Denton Tx

Phone Number: 940-902-2005

Email Address: hubbsgrub940@gmail.com

Physical Address of Property within 200 Feet: 404 E. Travis St

Development Services
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Southeast Denton Overlay Districts

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401 N. Elm St.
Denton, TX 76201

You may also email to julie.wyatt@cityofdenton.com or call (940) 349-8585. Please note any responses are subject to public information requests including the information provided below.

Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

□ In favor of request □ Opposed to request

Comments: In favor of proposal Not in favor of hours

Signature: [signature]

Printed Name: LaMeka Youngblood

Street Address:

City, State and Zip Code:

Phone Number: (940)594-1174

Email Address: lashunlenford@yahoo.com

Physical Address of Property within 200 Feet:

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002a
Southeast Denton Overlay Districts

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to julie.wyatt@cityofdenton.com or call (940) 349-8585. Please note any responses are subject to public information requests including the information provided below.

Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

☒ In favor of request ☐ Opposed to request

Comments: But opposed to hour of operation for Commercial business

Signature: Shaneka Vital

Printed Name: Shaneka Vital

Street Address: 814 Rose Street

City, State and Zip Code: Denton, TX

Phone Number: 972-639-6114

Email Address: Shaneka73@yahoo.com

Physical Address of Property within 200 Feet:

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

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Southeast Denton Overlay Districts

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Denton, TX 76201

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Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

□ In favor of request ☒ Opposed to request

Comments: The hours of Operation need to be extended

Signature: LaTanya Vaughner

Printed Name: LaTanya Vaughner

Street Address: 1460 Saint Mallen Lane

City, State and Zip Code: Lewisville 75067

Phone Number: 469 888 9417

Email Address: latanya.bike04@gmail.com

Physical Address of Property within 200 Feet:

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002a
Southeast Denton Overlay Districts

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Attn: Julie Wyatt, Project Manager
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Denton, TX 76201

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Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

□ In favor of request ☒ Opposed to request

Comments:

Signature: Wanda Parks

Printed Name: WANDA PARKS

Street Address: 714 Morse Street

City, State and Zip Code: Denton tx. 76205

Phone Number: 940 387-5187

Email Address:

Physical Address of Property within 200 Feet: 714 Morse Street Denton TX. 76205

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002a
Southeast Denton Overlay Districts

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

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Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

□ In favor of request ● Opposed to request

Comments:

Signature: Wanda Parks

Printed Name: WANDA PARKS

Street Address: 714 morse st. Denton tx. 76205

City, State and Zip Code: Denton tx. 76205

Phone Number: 940-387-5187

Email Address:

Physical Address of Property within 200 Feet: 624 Park Lane Denton tx. 76205

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002a
Southeast Denton Overlay Districts

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City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to julie.wyatt@cityofdenton.com or call (940) 349-8585. Please note any responses are subject to public information requests including the information provided below.

Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

□ In favor of request ◉ Opposed to request

Comments:

Signature: Wanda Parks

Printed Name: WANDA PARKS

Street Address: 714 Morse Street

City, State and Zip Code: Denton tx. 76205

Phone Number: 940-387-5187

Email Address:

Physical Address of Property within 200 Feet: 723 Morse + 725 Morse Denton TX. 76205

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002
Southeast Denton Overlay Districts

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

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Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request □ Opposed to request

Comments: Opposed to Southeast Denton Residential overlay. Design is unique & a choice. Cookie Cutter neighborhoods are not unique.

Signature: Prudence Sanchez, member mgr Round the Corner, LLC

Printed Name: Prudence Sanchez

Street Address: P O Box 174

City, State and Zip Code: Denton, TX 76202

Phone Number: 940-453-7613

Email Address: pmsanchezlaw@gmail.com

Physical Address of Property within 200 Feet: 514 Martin St 76205

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002
Southeast Denton Overlay Districts

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to julie.wyatt@cityofdenton.com or call (940) 349-8585. Please note any responses are subject to public information requests including the information provided below.

Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request ☒ Opposed to request

Comments: I am opposed to the Southeast Denton Residential Overlay. Design of a home or a building is a personal choice. Everyone spending time & money to build anywhere has this right.

Signature: Prudence Sanchez, member manager of My Little Elm House, LLC

Printed Name: Prudence Sanchez

Street Address: P.O. Box 174

City, State and Zip Code: Denton, TX 76202

Phone Number: 940-453-7613

Email Address: pmsanchezlaw@gmail.com

Physical Address of Property within 200 Feet: 919 Hill St. 76205

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002
Southeast Denton Overlay Districts

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to julie.wyatt@cityofdenton.com or call (940) 349-8585. Please note any responses are subject to public information requests including the information provided below.

Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request □ Opposed to request

Comments: Opposed to SEDRO - Don't take away choice of design - it's personal choice - No cookie cutter neighborhoods —

Signature: Prudence Sanchez, member mgr Ballenbee Properties, LLC

Printed Name: Prudence Sanchez

Street Address: P.O. Box 174

City, State and Zip Code: Denton, TX 76202

Phone Number: 940-453-7613

Email Address: pmsanchezlaw@gmail.com

Physical Address of Property within 200 Feet: 1017 Baldwin 76205

CITY OF DENTON

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002
Southeast Denton Overlay Districts

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City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to julie.wyatt@cityofdenton.com or call (940) 349-8585. Please note any responses are subject to public information requests including the information provided below.

Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request □ Opposed to request

Comments: Opposed to SEDRO - Design is a choice - Some like brick, some like 2 story, some like Craftsman style, etc. Don't take away choice -

Signature: Prudence Sanchez, member mgr Babyroath, LLC

Printed Name: Prudence Sanchez

Street Address: P.O. Box 174

City, State and Zip Code: Denton, TX 76202

Phone Number: 940-453-7613

Email Address: pmsanchezlaw@gmail.com

Physical Address of Property within 200 Feet: 410 Ruth St.

CITY OF DENTON

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002
Southeast Denton Overlay Districts

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City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to julie.wyatt@cityofdenton.com or call (940) 349-8585. Please note any responses are subject to public information requests including the information provided below.

Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request □ Opposed to request

Comments:
Opposed to SERRO
- Design is a choice. We don't want a code that is ~~on~~ effectively an HOA. We are an eclectic neighborhood.

Signature: Prudence Sanchez, member mgr Falling Right, LLC

Printed Name: Prudence Sanchez

Street Address: P.O. Box 174

City, State and Zip Code: Denton, TX 76202

Phone Number: 940-453-7613

Email Address: pmsanchezlaw@gmail.com

Physical Address of Property within 200 Feet: 3300 / 3302 Gardenview 76207

CITY OF DENTON

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002
Southeast Denton Overlay Districts

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City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to julie.wyatt@cityofdenton.com or call (940) 349-8585. Please note any responses are subject to public information requests including the information provided below.

Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request ☒ Opposed to request

Comments: OPPOSED TO SEDRO
Don't take away choice of Design

Signature: Prudence Sanchez, member Manager

Printed Name: Prudence Sanchez

Street Address: PO Box 174

City, State and Zip Code: Denton, TX 76202

Phone Number: 940-453-7613

Email Address: pmsanchezlaw@gmail.com

Physical Address of Property within 200 Feet: 1005 Sycamore St.
76205

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002
Southeast Denton Overlay Districts

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Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

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Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request □ Opposed to request

Comments: Opposed to SEDRO Design is a choice.

Signature: Prudence Sanchez, member mgr Seventh four, LLC

Printed Name: Prudence Sanchez I Live at 711 Jackson St

Street Address: P.O. Box 174 Denton, TX 76205

City, State and Zip Code: Denton, TX 76202

Phone Number: 940-453-7613

Email Address: pmsanchezlaw@gmail.com

Physical Address of Property within 200 Feet: 704 Parklane 76205

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

3 properties opposed

Response Form

Project Number DCA26-0002
Southeast Denton Overlay Districts

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to julie.wyatt@cityofdenton.com or call (940) 349-8585. Please note any responses are subject to public information requests including the information provided below.

Project Number: DCA26-0002

Meeting Date: April 8, 2026

Please circle one:

□ In favor of request ☑ Opposed to request

Comments:

Signature: Camila

Printed Name: Camila Martinez

Street Address: 528 Cook St

City, State and Zip Code: Denton 76205

Phone Number: 940 594 1924

Email Address: C-camilamartinez@aol.com

Physical Address of Property within 200 Feet: 801 Allen St

815 Cook st 533 Maddox

opposed

CITY OF DENTON

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002a
Southeast Denton Overlay Districts

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to Mia.Hines@julie.wyatt@cityofdenton.com or call (940) 349-8585. Please note any responses are subject to public information requests including the information provided below.

Project Number: DCA26-0002a

Meeting Date: May 27, 2026

Please circle one:

☒ In favor of request ☐ Opposed to request

Comments: Less Apartments, More Houses

Signature: D. McNabb

Printed Name: Dan McNabb

Street Address: ~~315 S. Bradshaw St~~ 912 Basilwood Dr

City, State and Zip Code: Coppell, TX 75019

Phone Number: 972-746-3171

Email Address: dwm75006@Yahoo.com

Physical Address of Property within 200 Feet: 315 S. Bradshaw St

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number DCA26-0002a
Southeast Denton Overlay Districts

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to julie.wyatt@cityofdenton.com or call (940) 349-8585. Please note any responses are subject to public information requests including the information provided below.

Project Number: DCA26-0002a

Meeting Date: May 27, 2026

~~Please circle one:~~

☐ In favor of request ☐ Opposed to request

~~Comments:~~ Adjust Business Hours to Midnight - 1Am Close time. (MAX)

Signature: MA

Printed Name: Michael Tallie

Street Address: 521 Robertson St

City, State and Zip Code: Denton TX 76205

Phone Number: 940.735.4425

Email Address: mftallie@yahoo.com

Physical Address of Property within 200 Feet: 521 Robertson St.

DCA26-0002b Southeast Denton Overlay Districts

June 16, 2026

"Our vision for Southeast Denton is a harmonious future that ensures a diverse, resilient, and inclusive community for generations to come. We will be a vibrant community that the City cultivates trust with, that cherishes and preserves our rich Black history and culture, discourages gentrification, ensures shared prosperity, and elevates the overall quality of life through strategic investments."

Proposal

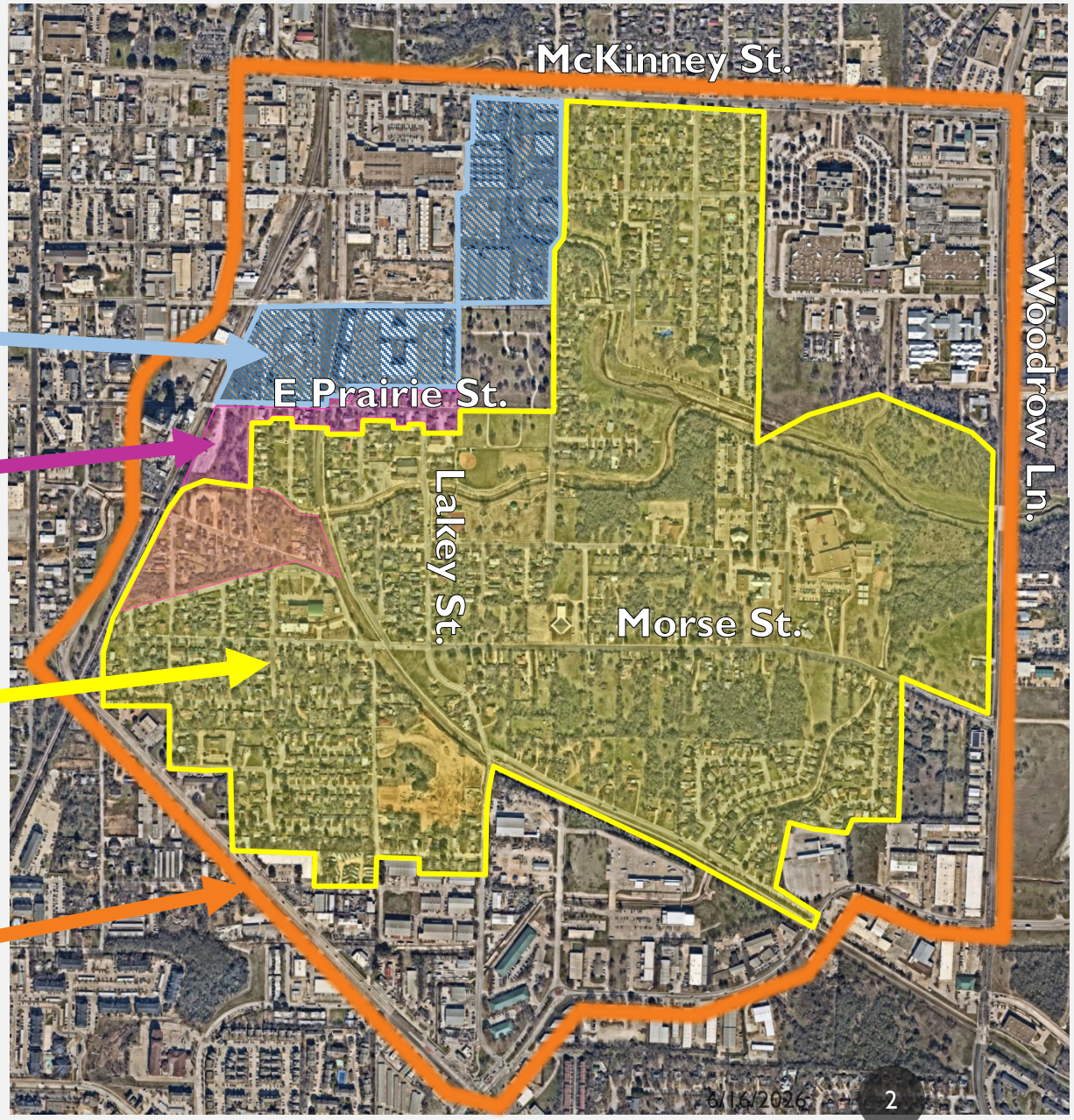
Amend DDC Subchapter 4 to establish 3 overlay districts in Southeast Denton to implement the SEDAP:

Height Limitation Overlay Subdistrict
to prevent downtown-style development from encroaching into SED

Live/Work Overlay Subdistrict
to protect residential homes while reintroducing a variety of small businesses in an area historically known for neighborhood-scaled commercial activities

Residential Overlay Subdistrict
to protect the character of these neighborhoods by encouraging compatible architectural design features and building scale for new structures

Southeast Denton Core Boundary



Southeast Denton Area Plan
Creating the future. Keeping the character.

Southeast Denton Area Plan

- Kicked off in 2023
- Emphasized outreach with 40 community engagement activities over 14 months including Steering Committee meetings, listening sessions, community visioning, intercept surveys, pop-ups at area events, and attendance at neighborhood meetings.
- Adopted in July 2024
- **Includes 53 Actions to achieve the community's vision, including the proposed SEDO Districts**







Southeast Denton Area Plan

Creating the future. Keeping the character.

Our vision for Southeast Denton is a harmonious future that ensures a diverse, resilient and inclusive community for generations to come. We will be a vibrant community that the City cultivates trust with, cherishes and preserves our rich Black history and culture, discourages gentrification, ensures shared prosperity, and elevates the overall quality of life through strategic investments.

Public Engagement

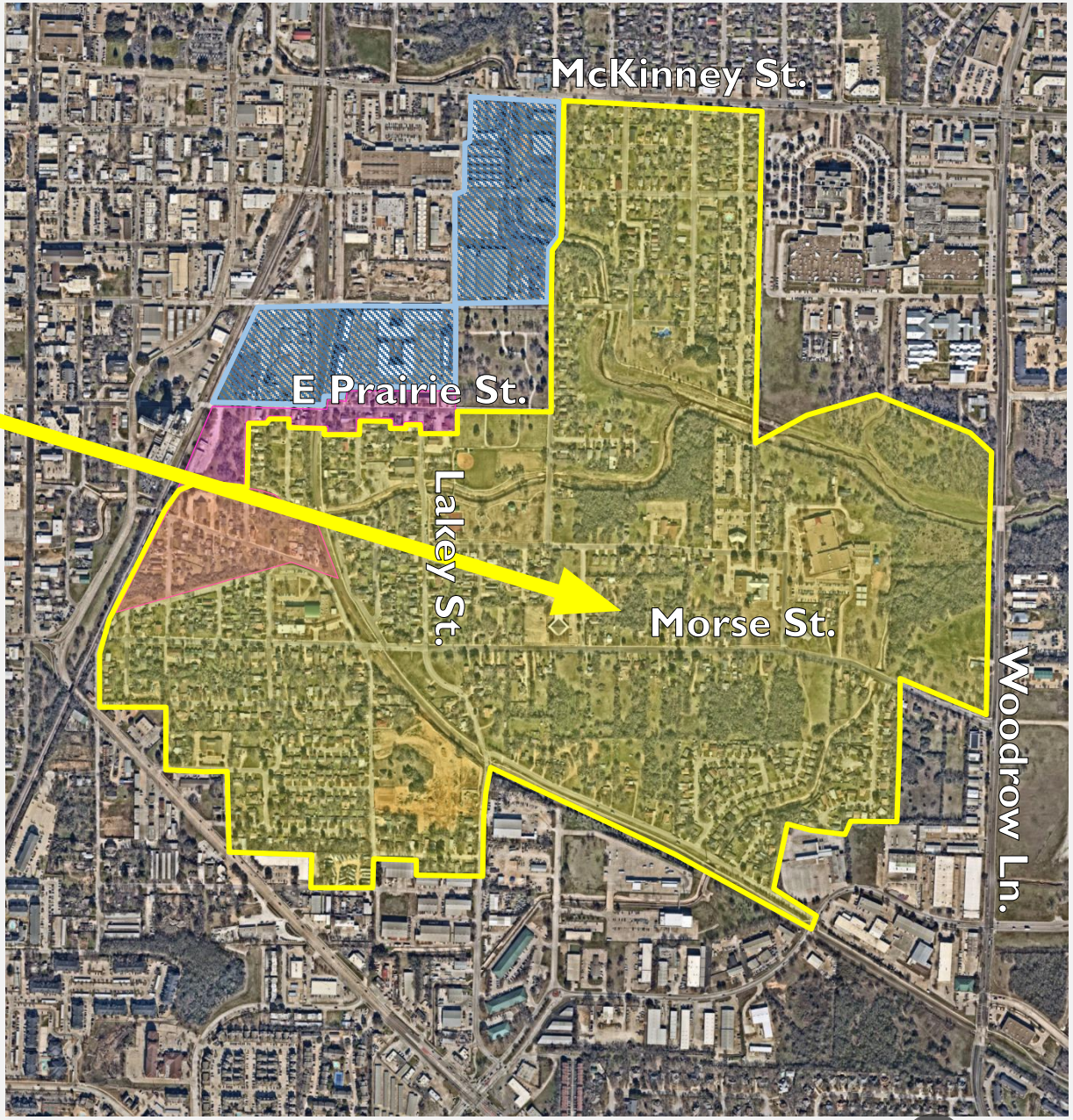
- ✓ 40 engagement opportunities over 18 months during SEDAP creation.
- ✓ Staff held a Block Party in March 2025 with additional surveys to confirm the community's preferences. Important to affirm the initial results received during SEDAP engagement.
- ✓ Draft regulations displayed at the 2025 Juneteenth Celebration and the July 2025 Southeast Denton Neighborhood Association meeting to validate that the proposal adequately and accurately reflects the community's goals.
- ✓ Community Workshops held to finalize the proposed regulations (advertised with door hangers, announcement at Southeast Denton Neighborhood Association (SEDNA) meetings).
  - Saturday, September 27 (in person at MLK, Jr. Recreation Center)—one attendee plus informal discussion with several community members
  - Thursday, October 2 (pop-up at American Legion Hall)—informal discussions with 5 to 6 community members
  - Friday, October 3 (virtual)—no attendees
- ✓ Community meeting for non-owner-occupied property owners (postcards to mailing address)—seven attendees
- ✓ May 18, 2026, Community Meeting
- ✓ Online surveys, during the drafting of the regulations and as final validation
- ✓ Monthly presentations at SEDNA meetings
- ✓ Boards/flyers at MLK and American Legion
- ✓ Emails/calls as needed

Participation Summary:

- SEDAP participants: approx. *529 (16% of SED population)*
- Block Party attendees: approx. 100 *(3% of SED population)*
- Other responses/meetings: approx. 87 *(0.04% of SED population/stakeholders)*

Southeast Denton Residential Overlay Subdistrict (SEDRO)

Action 4.1.1: Create a **Residential Overlay Subdistrict** to maintain the scale and character of the neighborhoods while fostering community investment



Southeast Denton Area Plan
Creating the future. Keeping the character.

Current building design regulations for all homes

(which apply to the whole city)

- Maximum height: **40 feet**
- **Windows** and **doors** on the front façade must be **15% of façade area**
- Windows shall be provided with **trim or shall be recessed**
- **Three** of the following **architectural details**:
  - Dormers
  - Gables
  - Recessed entries (minimum 3 feet deep)
  - Covered front porches
  - Cupolas
  - Architectural pillars/posts
  - Bay window with a minimum 24 inches projection.



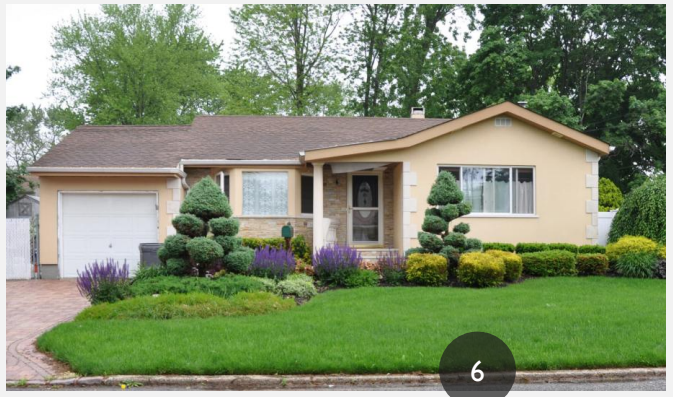












SED Community Preferences

	Would like to see	Don't want to encourage	Total Dots	Results
Covered front porch or stoop	53	9	62	85%
Supporting columns with wide bases or decorative materials	28	17	45	62%
Oversized or bay windows	34	11	45	76%
Exposed rafters or brackets	4	39	43	91%
Emphasis on long, horizontal lines	16	27	43	63%
Hipped Roof	39	6	45	87%
Gabled Roof	25	10	35	71%

of respondents would like to see more covered front porches or stoops

of respondents would like to see porches constructed with supporting columns with wide bases or decorative materials

of respondents would like to see more oversized or bay windows

of respondents not interseted in requiring exposed rafters or brackets

of respondents not interseted in requiring an architectural emphasis on long, horzontal lines

of respondents would like to see more hipped roofs

of respondents would like to see more gabled roofs

SED Community Preferences

	Fits	Does Not Fit	Total Dots	Results	
Front Entry Garage	33	2	35	94%	of respondents believe front entry garages are appropriate
Detached Garage Behind House	22	13	35	63%	of respondents believe detached garages are appropriate
Narrow Lot, House Closer to Neighbors	12	17	29	59%	of respondents believe narrow lots with reduced side setbacks are not appropriate
Shallow Lot, House Closer to Street	22	13	35	63%	of respondents believe shallow lots with a reduced front setback are appropriate
Subdivide Lot to Build Duplex with Split Ownership	12	15	27	56%	of respondents believe duplexes with split ownership are not appropriate
Accessory Dwelling Units with No Additional Parking	19	10	29	66%	of respondents believe accessory dwelling units with no additional parking are appropriate

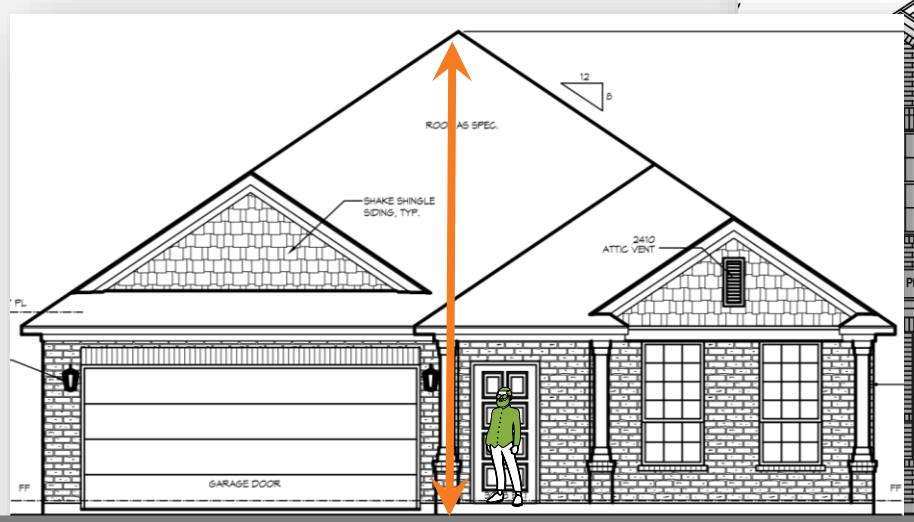
Building Heights (number of stories)

	Fits	Does Not Fit	Total Dots	Results	
One Story	42	6	48	88%	of respondents believe 1-story buildings are appropriate
Two Stories	34	10	44	77%	of respondents believe 2-story buildings are appropriate
Three Stories	16	27	43	37%	of respondents believe 3-story buildings are appropriate

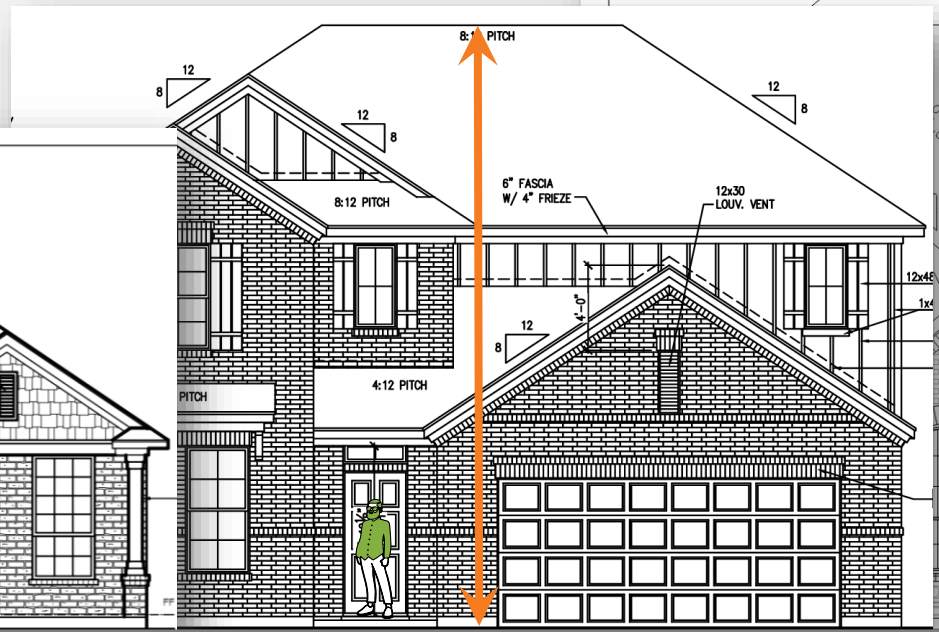
Proposed SEDRO Height

- The maximum height for main dwelling: 30 feet (two stories)
- The maximum height for accessory structures: 20 feet (one and one-half stories)

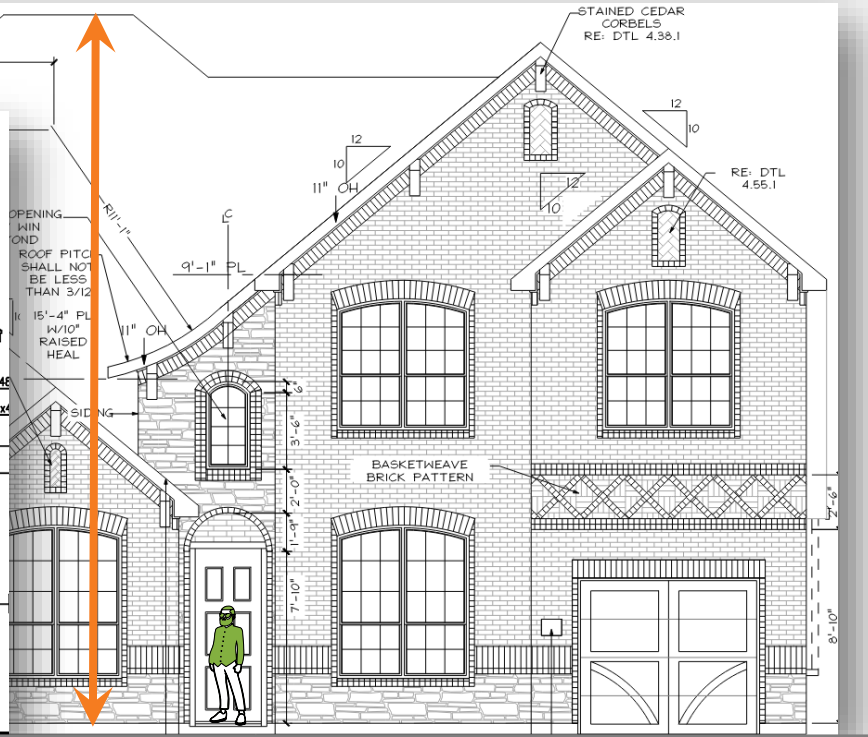
About 22 feet tall



About 28 feet tall



About 32 feet tall

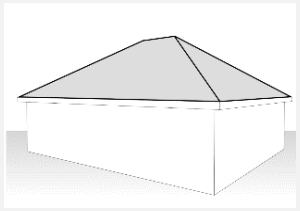


Proposed SEDRO Regulations

















All new homes must include:

- Either a porch (25% of ground floor façade width and decorative columns), or a stoop (24 sf)
- Windows and doors on the front façade must be prominent (25% of façade) and surrounded by 3.5” decorative trim
- Roofs shall be gabled, hipped, or a combination thereof
- Two of the following architectural details:
  - Dormers
  - Projection window
  - Split garage doors
  - Railing or low wall enclosing porch or stoop
  - Multi-pane or mission-style windows

Southeast Denton Area Plan
Creating the future. Keeping the character.

Proposed Applicability

Any legally established lot, structure, or site feature will not be made nonconforming.



New Construction
Must comply with all standards





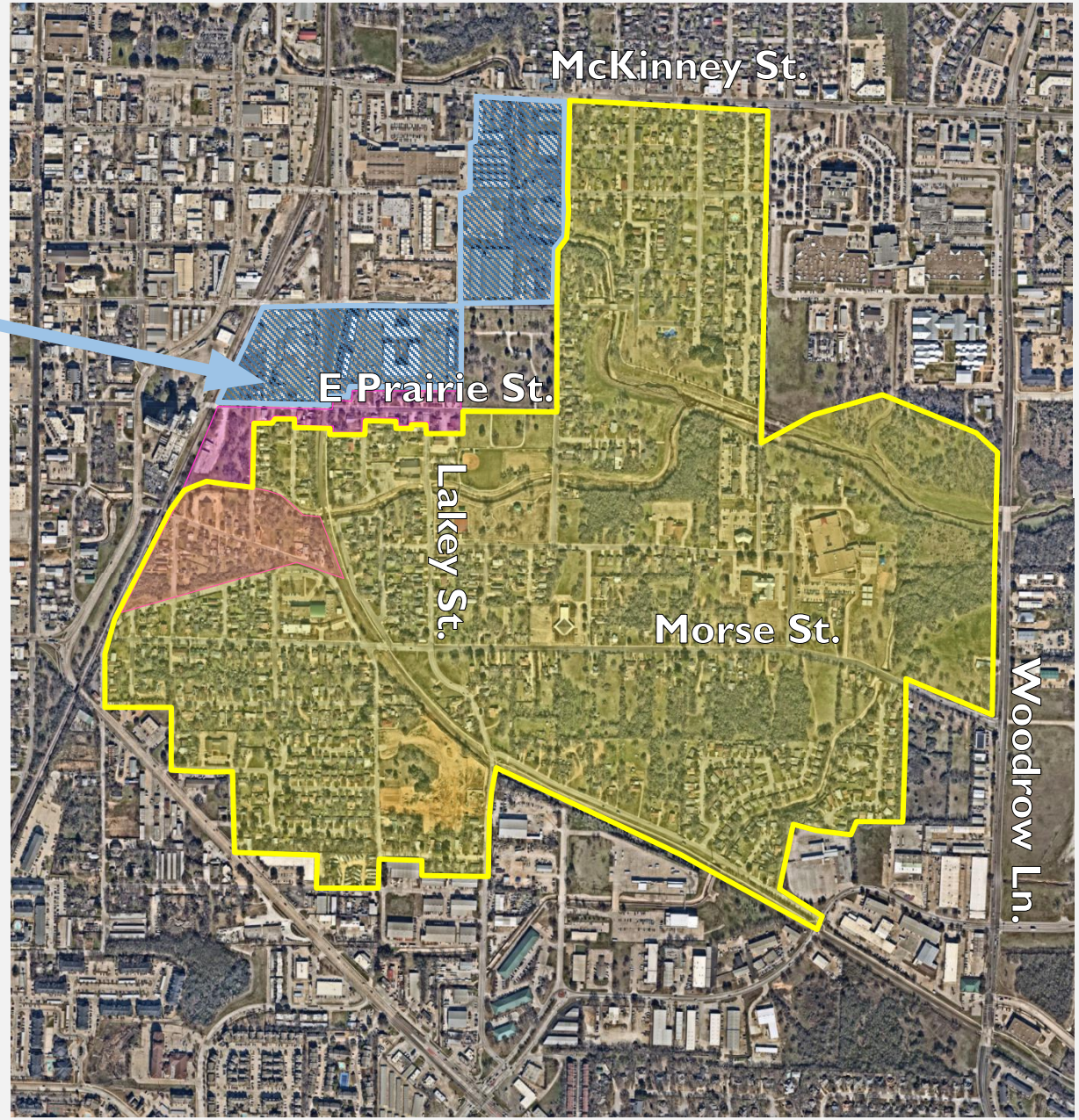
Expansions
Must comply with height and roof forms only



Maintenance
Not required

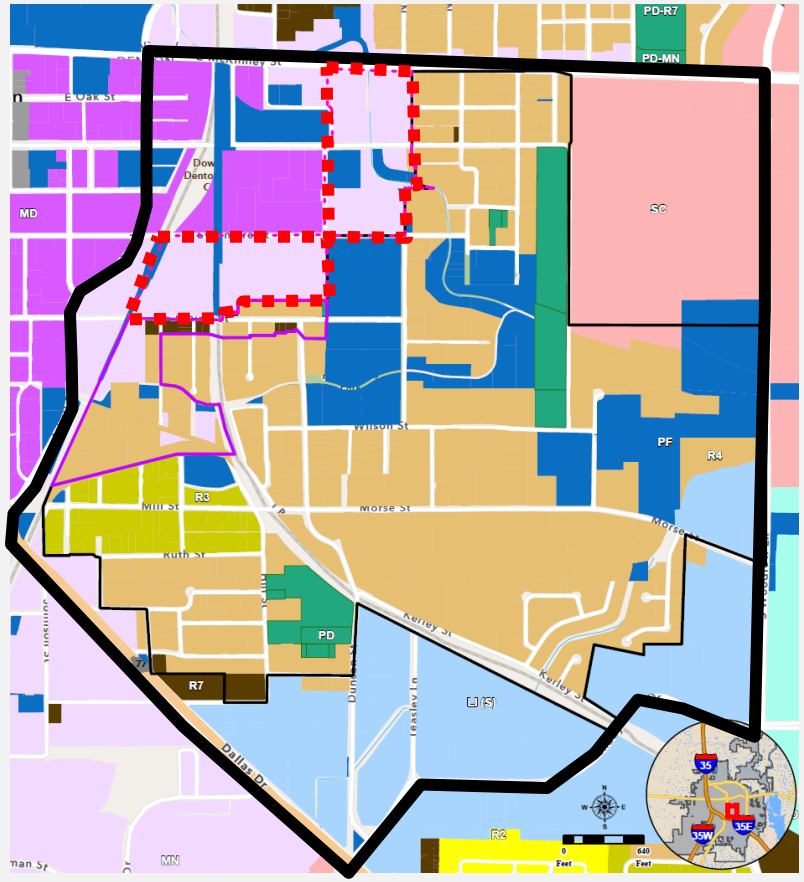
Southeast Denton Height Overlay Subdistrict (SEDHO)

SEDAP: Create a **Height Overlay Subdistrict** to prevent the encroachment of downtown-style development in Southeast Denton.



Southeast Denton Area Plan
Creating the future. Keeping the character.

Proposed Height Overlay Dimensional Standards



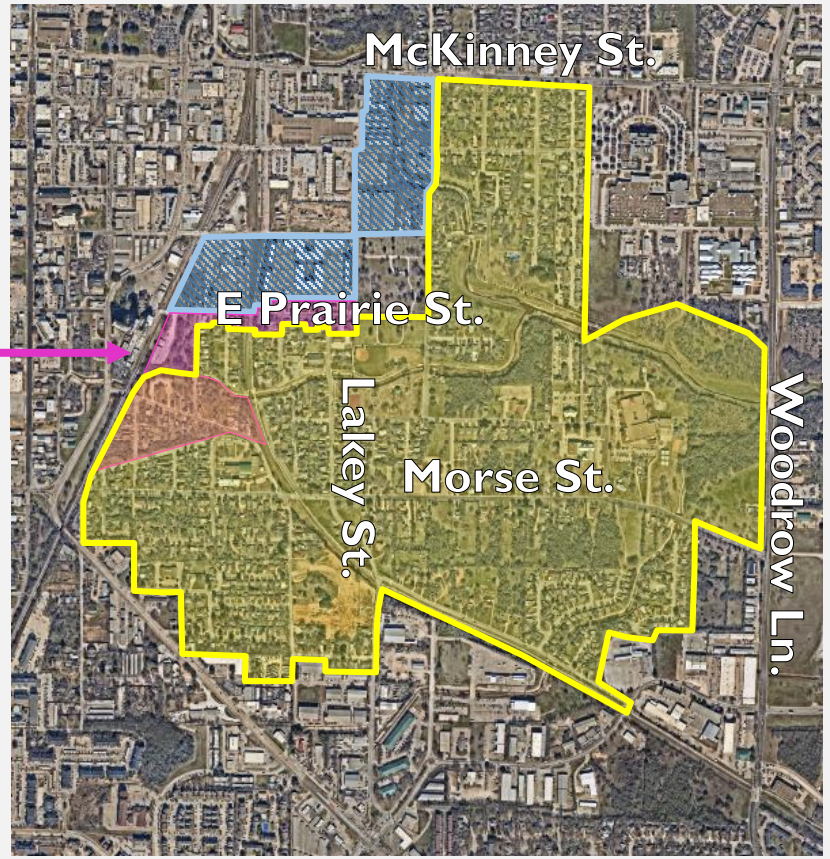
	PF	MN	Proposed Overlay District	Difference
Max Building Height	100 feet	65 feet*	40 feet	-25 feet to -60 feet

*Buildings between 41 and 65 feet, adjacent to a residential zoning district shall require a Specific Use Permit (SUP)

LIVE-WORK OVERLAY

GOALS:

1. Build trust within the community and with the City as a whole
2. **Honor the culture and heritage of Southeast Denton**
3. **Invest in economic prosperity**
4. **Strengthen neighborhoods and housing affordability**
5. Elevate the quality of public amenities and infrastructure
6. Create a safe and connected, multi modal travel system



IMPLEMENTATION:

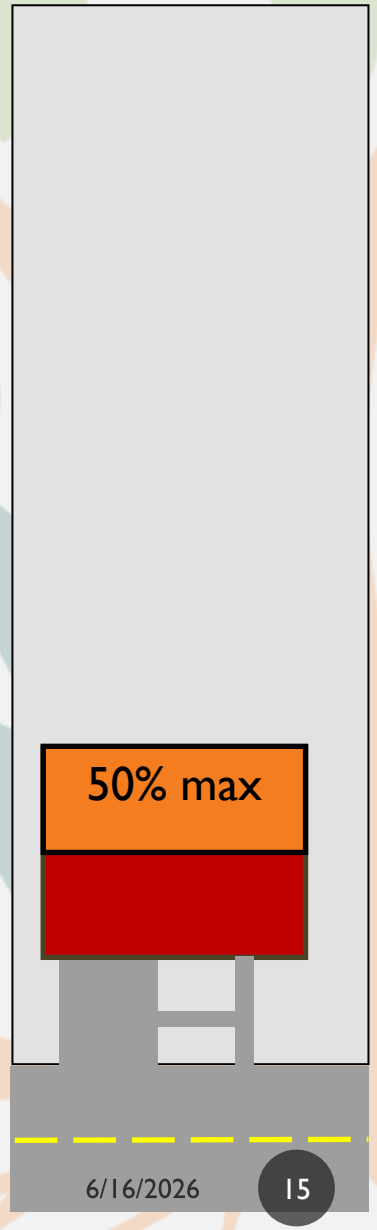
- **Action 4.1.3**: Create a **Live-Work Overlay District** that focuses on allowing small mom and pop retail such as bookstore, toy shop, coffee shop, music store, barber shop, hair salon/spa, small incubator space, resale clothing, etc. in a portion of a single-family home with a portion being used as a residence simultaneously; require design standards from the residential overlay to be applied
- Restore the "Main Street District"

What does the DDC require for Live-Work Dwelling?

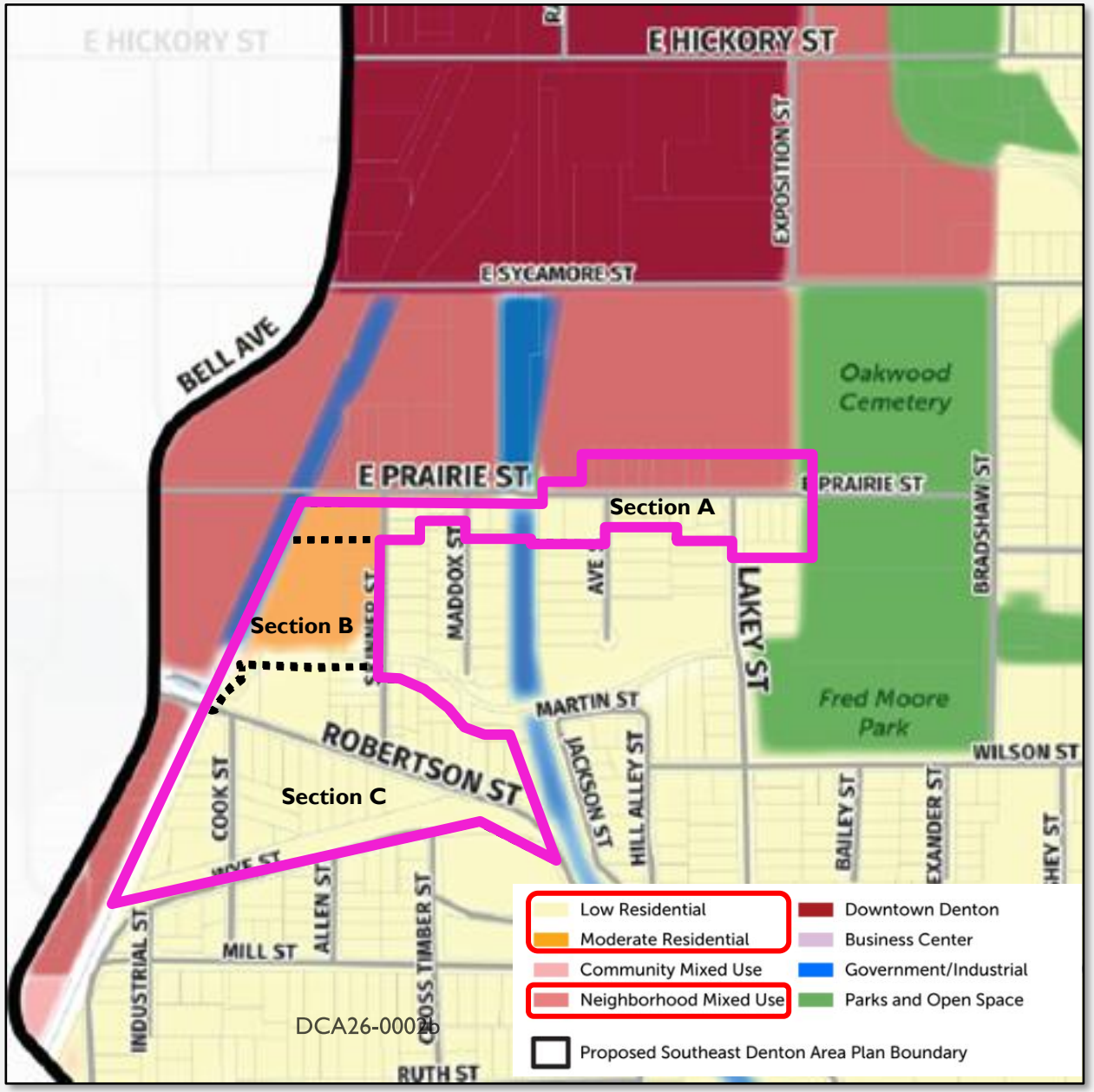
- Use Specific Standards
  - Residential component shall not exceed 50% of total GFA
  - Residential component shall be located above or behind nonresidential portion
  - Residential dwelling unit must be a minimum of 400 sf
  - Nonresidential use shall be owned and operated by a resident

- Opportunities
  - Allows for the re-use of existing structures
  - Consistent with neighborhood character and residential density
  - Path for small and start-up businesses

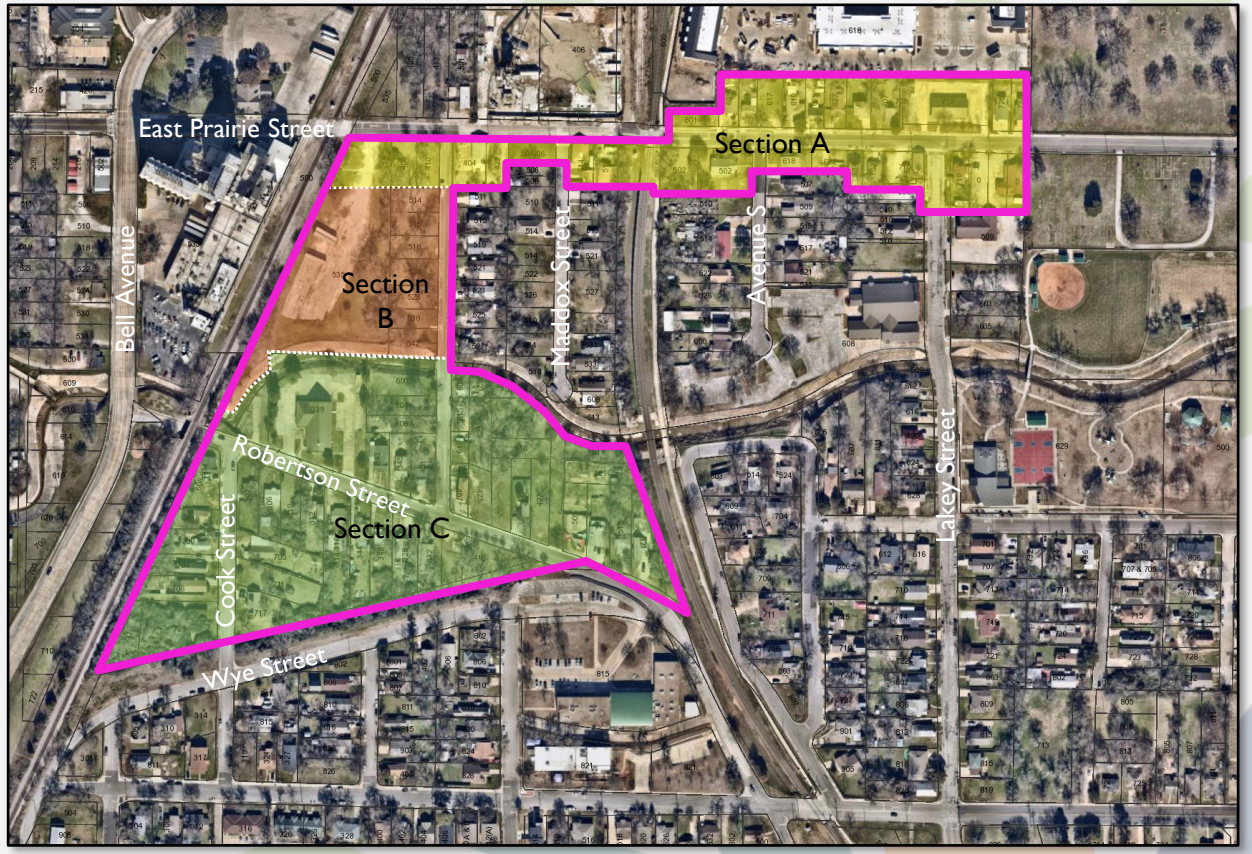
- Practical challenges
  - DDC definition contradicts ICC definition (Home-Based Business provides a better path for the mix of uses)
  - Current regulations do not specify appropriate "work" uses
  - IBC & IFC requires significant investment for smaller and older structures
  - Need to balance impact concerns with community land use preferences



Future Land Use Map (FLUM)



DCA26-0002b



- Section A - approx. 6 ac; neighborhood mixed use, moderate-density residential, low-density residential
- Section B - approx. 4 ac; moderate density residential
- Section C - approx. 10 ac; low density residential

What We Heard

Land Use	Percentage "yes"
Sit down restaurant	84%
General retail	85%
Personal service	84%
Day care	83%
Mobile food court	87%
Business or trade school	79%
Professional office	74%
Self-service laundry facility	77%
Bank or financial institutions	71%
Medical office	65%

Common Topics of Concern

- Parking
- Traffic
- Hours of operation
- Noise
- Lighting

Question	Percentage "yes"
Allow stand alone businesses along East Prairie Street?	67%
Allow stand alone business elsewhere?	14%
Restrict hours of operation?	62%
Require specific buffering?	57%

Section A – East Prairie Street

Existing Zoning

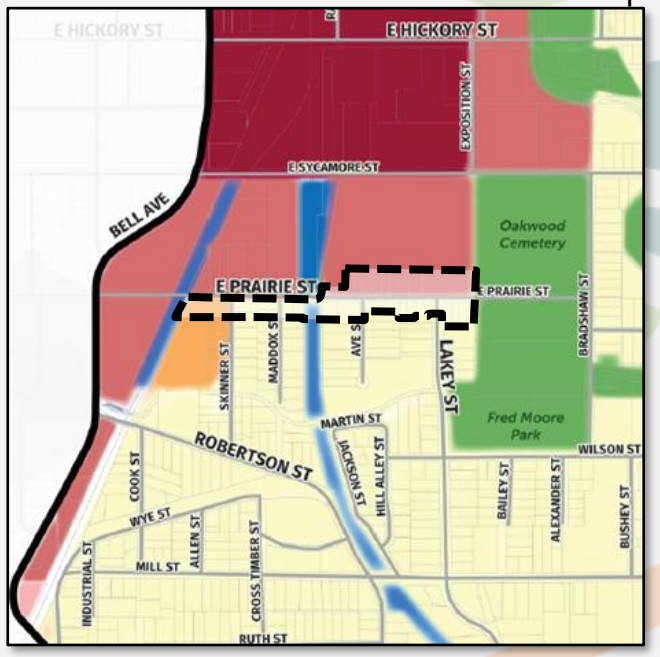


Existing Zoning
- R4
- R7
- MN
- PD-R4 (NR-4)

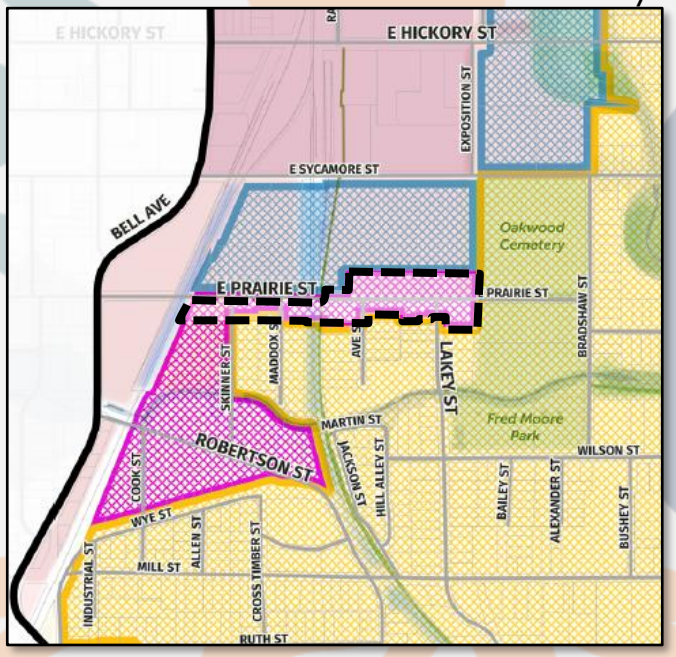
Existing Land Uses
- 28 parcels
  - 16 residences
  - 2 churches
  - 1 barber shop
  - 1 vacant
  - 8 undeveloped

Future Land Use Map (SEDAP)
- **Neighborhood Mixed Use**
- **Moderate Residential**
- **Low Density Residential**

Future Land Use Map



SEDAP Overlays



Challenges & Opportunities
- Mix of existing building types and land uses
- Identified as an area where change is appropriate
- Adjacent to single-family residential
- Historic Main Street

What We Propose – General Standards

Land Use	Percentage "yes"	Proposed Overlay	DDC R4	DDC R7
Sit down restaurant	84%	P+		
General retail	85%	P+		S+
Personal service	84%	P+		
Day care	83%	P+	S	P
Mobile food court	87%	S+		
Business or trade school	79%	S+		
Professional office	74%	P+	S+	P+
Self-service laundry facility	77%	S+		S+
Dwelling, Work/Live	--	P+		P+

P = Permitted
S = Permitted w/Approval of a Specific Use Permit
P+/S+ = Permitted w/ Use Specific Standards

Operational Standards
- Hours of Operation
  - M-Th: 8am-8pm
  - F-Su: 8am-10pm
- Compliance with Noise Ordinance

Architectural Standards
- New structures and significant additions shall comply with SEDRO

Landscape/Screening Standards between residential & nonresidential
- 8-foot-tall double-faced fence or Director approval of existing screening
- 15-foot-wide landscape buffer

These uses are in addition to what is permitted by the DDC with the underlying zoning

What We Propose – Land Use Specific Standards

Land Use	Percentage "yes"	Proposed Overlay	DDC R4	DDC R7
Sit down restaurant	84%	P+		
General retail	85%	P+		S+
Personal service	84%	P+		
Day care	83%	P+	S	P
Mobile food court	87%	S+		
Business or trade school	79%	S+		
Professional office	74%	P+	S+	P+
Self-service laundry facility	77%	S+		S+
Dwelling, Work/Live	--	P+		P+

P = Permitted
S = Permitted w/Approval of a Specific Use Permit
P+/S+ = Permitted w/ Use Specific Standards

- Restaurant
  - Max 5,000 sq. ft.
  - No drive-through
  - Prohibited storage of raw materials
- General Retail
  - Max 5,000 sq. ft. if stand alone
  - Max 15,000 sq. ft. if mixed use
- Personal Service
  - Max 5,000 sq. ft.
- **Day Care**
  - **Permitted Hours of Operation: 6am-8pm**
- Mobile Food Court
  - Max 5,00 sq. ft. per lot

These uses are in addition to what is permitted by the DDC with the underlying zoning

What We Propose – Land Use Specific Standards

Land Use	Percentage "yes"	Proposed Overlay	DDC R4	DDC R7
Sit down restaurant	84%	P+		
General retail	85%	P+		S+
Personal service	84%	P+		
Day care	83%	P+	S	P
Mobile food court	87%	S+		
Business or trade school	79%	S+		
Professional office	74%	P+	S+	P+
Self-service laundry facility	77%	S+		S+
Dwelling, Work/Live	--	P+		P+

P = Permitted
S = Permitted w/Approval of a Specific Use Permit
P+/S+ = Permitted w/ Use Specific Standards

- Business/Trade School
  - Indoor, non-offensive instruction only
  - Max 5,000 sq. ft. per lot
- Professional Office
  - Max 5,000 sq. ft.
- Self-service Laundry
  - Max 2,500 sq. ft. if stand alone
  - Max 5,000 sq. ft. if mixed use
- **Dwelling, Work/Live**
  - **No minimum or maximum proportions of residential & nonresidential provided IRC/IBC/IFC compliance as applicable**
  - **Nonresidential uses permitted per DDC and SEDLWO**

These uses are in addition to what is permitted by the DDC with the underlying zoning

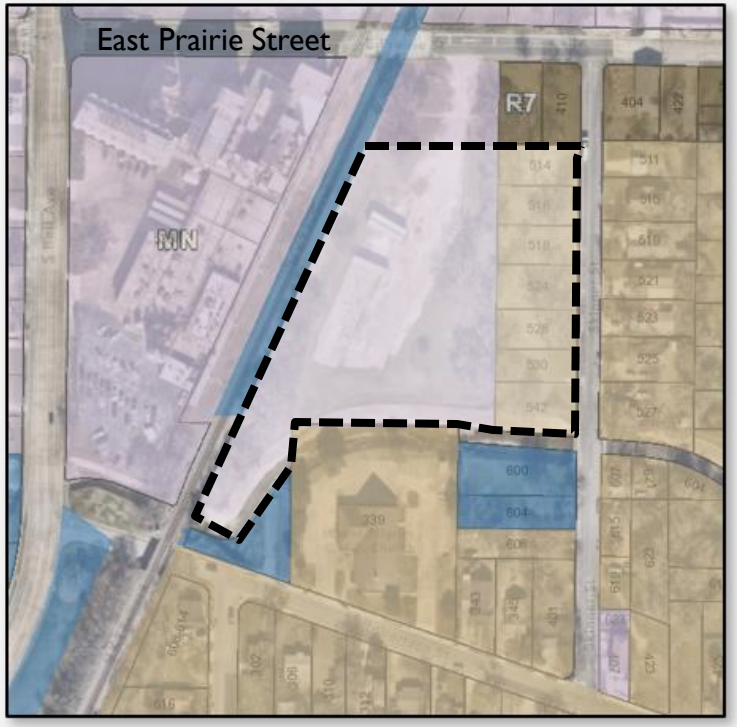
Section B – Skinner Street

Existing Zoning
- R4
- MN

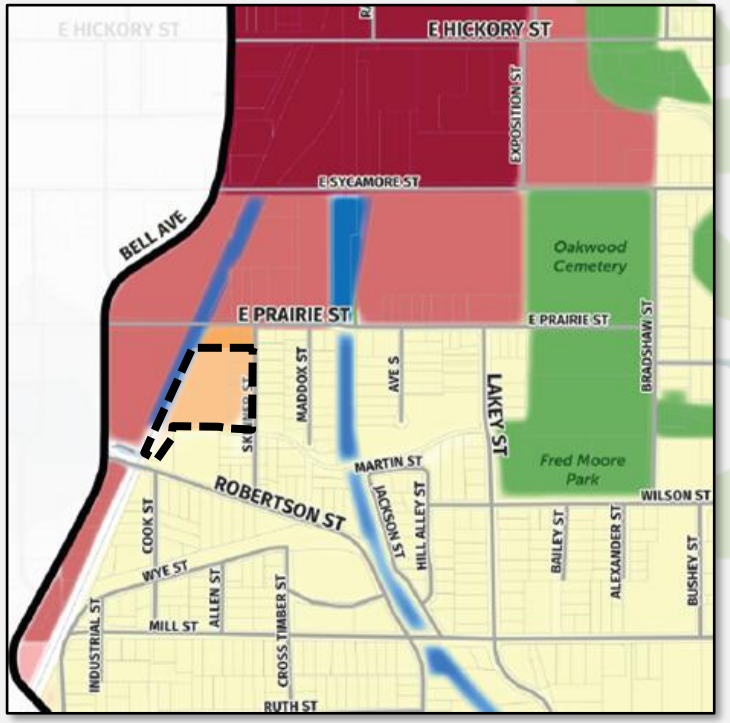
Existing Land Uses
- 8 parcels

Future Land Use Map (SEDAP)
- **Moderate Residential**

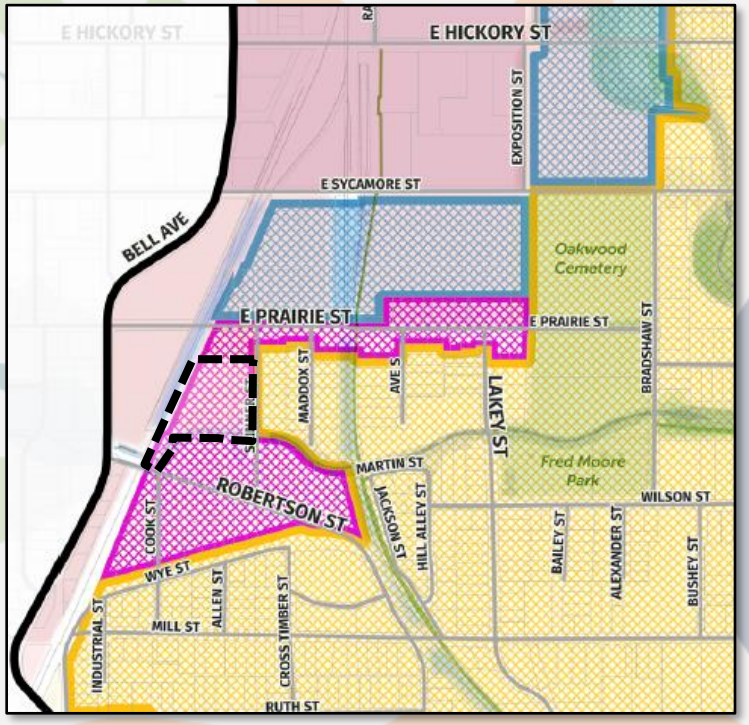
Challenges & Opportunities
- Undeveloped
- Floodplain
- One property owner



Existing Zoning



Future Land Use Map



SEDAP Overlays

What We Propose – Land Use, Development, & Operational Standards

Land Use	Proposed Overlay	DDC R4	DDC MN
Day Care	P+	S	P
Dwelling, Duplex	P+	S+	P+
Dwelling, Fourplex	P+		P+
Dwelling, Triplex	P+		P+
Dwelling, Townhome	P+	S+	S+
Dwelling, Work/Live	P+		S+

P = Permitted
S = Permitted w/Approval of a Specific Use Permit
P+/S+ = Permitted w/ Use Specific Standards

Land Use Specific Standards
- Day Care
  - Permitted Hours of Operation: 6am-8pm
- Dwelling, Work/Live
  - No minimum or maximum proportions of residential & nonresidential provided IRC/IBC/IFC compliance as applicable
  - Nonresidential uses permitted per DDC and SEDLWO

Operational Standards
- Hours of Operation
  - M-Th: 8am-8pm
  - F-Su: 8am-10pm
- Compliance with Noise Ordinance

Architectural Standards
- New structures and significant additions shall comply with SEDRO

Landscape/Screening Standards between residential & nonresidential
- 8-foot-tall double-faced fence or Director approval of existing screening
- 16-foot-wide landscape buffer

These uses are in addition to what is permitted by the DDC with the underlying zoning

Section C – Robertson Street, Cook Street, & Wye Street

Existing Zoning
- R4
- MN
- PF

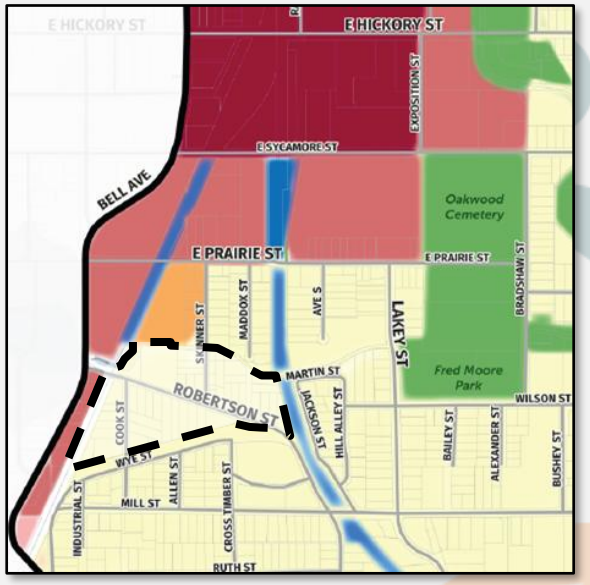
Existing Land Uses
- 46 parcels
  - 22 residences
  - 1 church
  - 2 restaurant*
  - 2 vacant
  - 19 undeveloped

Future Land Use Map (SEDAP)
- **Low Residential**

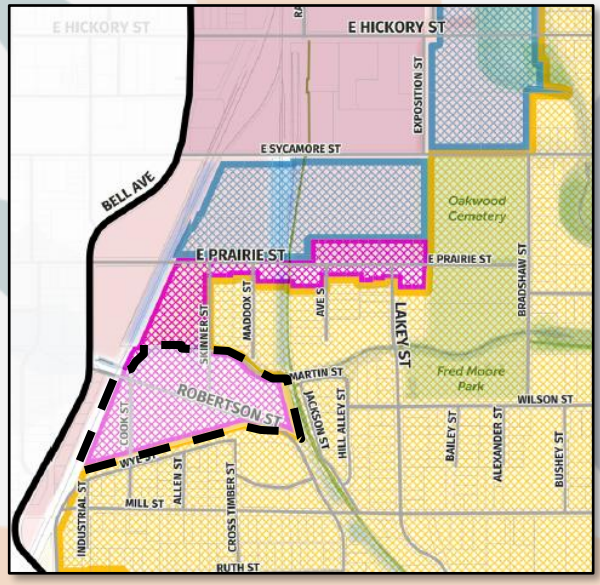
Challenges & Opportunities
- Floodplain
- Mix of land uses, predominantly residential



Existing Zoning



Future Land Use Map



SEDAP Overlays

What We Propose – Land Use, Development, & Operational Standards

Land Use	Proposed Overlay	DDC R4	DDC MN
Dwelling, Work/Live	P+		S+

P = Permitted
S = Permitted w/Approval of a Specific Use Permit
P+/S+ = Permitted w/ Use Specific Standards

Land Use Specific Standards
- Dwelling, Work/Live
  - No minimum or maximum proportions of residential & nonresidential provided IRC/IBC/IFC compliance as applicable
  - Nonresidential uses permitted per DDC and SEDLWO

Operational Standards
- Hours of Operation
  - M-Th: 8am-8pm
  - F-Su: 8am-10pm
- Compliance with Noise Ordinance

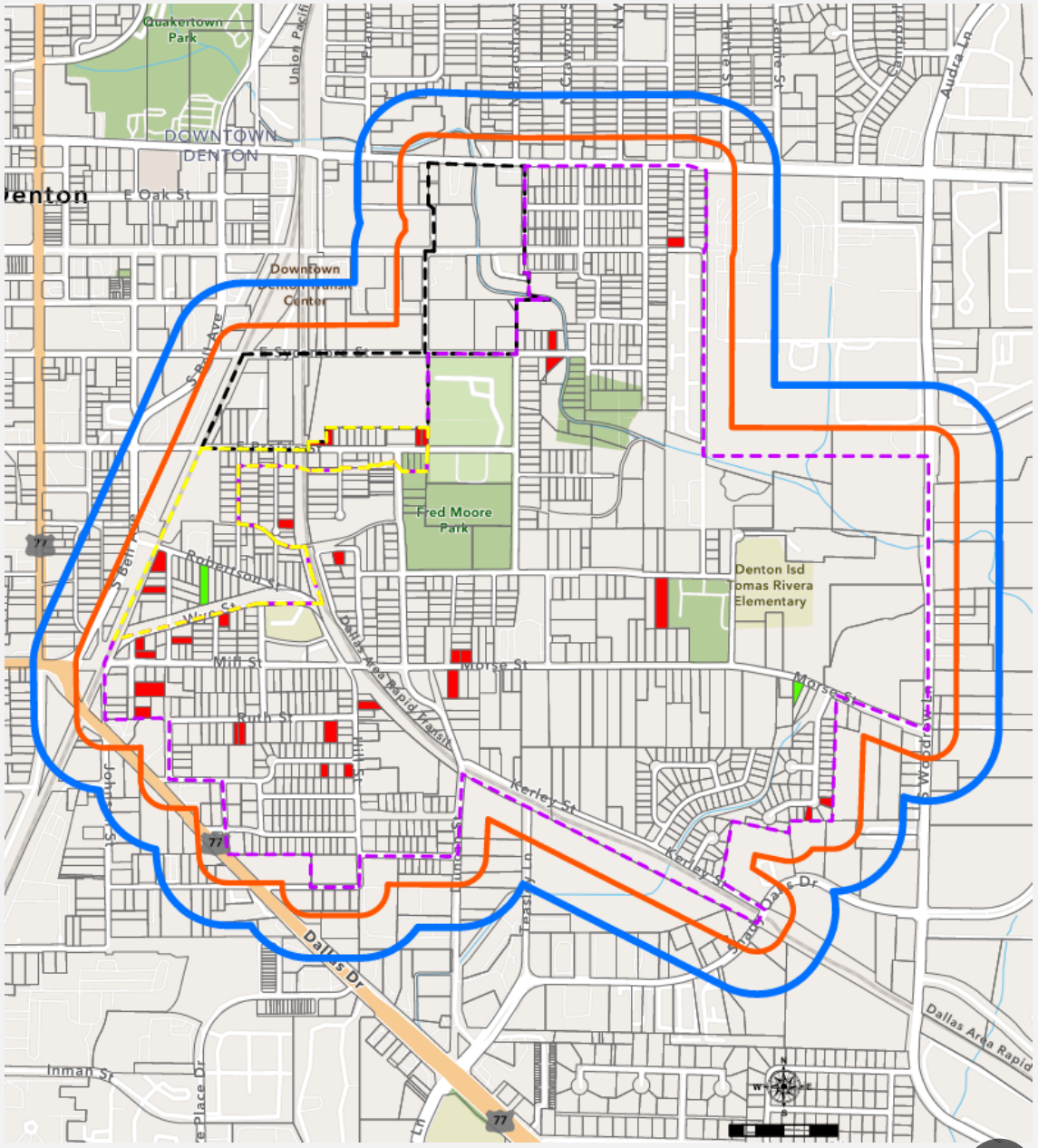
Architectural Standards
- New structures and significant additions shall comply with SEDRO

Landscape/Screening Standards between residential & nonresidential
- 8-foot-tall double-faced fence or Director approval of existing screening
- 16-foot-wide landscape buffer

These uses are in addition to what is permitted by the DDC with the underlying zoning

Public Notification

- Website Notice: May 27, 2026
- Newspaper Notice: May 30, 2026
- Property Signs Posted: March 27, 2026
- Mailed Notices
  - 200 ft Letters: 652 mailed
  - 500 ft Postcards: 979 mailed
- Responses:
  - In favor: 11
  - Opposed: 33
    - Representing 9 property owners
  - Undecided/No response selected: 4



Recommendation

The Planning and Zoning Commission recommended approval of Staff's proposal with the following amendment to the proposed hour of operation permissions within the Live/Work Overlay District:

- Sunday – Thursday: 6am-10pm
- Friday – Saturday: 6am-midnight

Staff recommended **approval** of the Southeast Denton Overlay Districts, as they are consistent with the Southeast Denton Actions and the Criteria for Approval found in in Section 2.7.4D of the DDC.

CC Options

- **Approve as proposed** by Staff

- **Approve as proposed by the Planning and Zoning Commission recommendation** of Staff's proposal with the following amendment to the proposed hour of operation permissions:
  - Sunday – Thursday: 6am-10pm
  - Friday – Saturday: 6am-midnight

- **Approve with other modifications** – considerations could include:
  - Extend hours of operation as recommended by P&Z and specify that nonresidential operations must occur indoor
  - Extended hours of operation as recommended by P&Z for only Section A of the Live/Work Overlay to reduce potential impacts further into the residential core
  - Retain the hours of operation recommended by Staff but allow a Specific Use Permit be sought for extended hours

- **Postpone**

- **Deny**

Questions?

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS REGARDING PROPOSED REVISIONS TO THE DENTON DEVELOPMENT CODE; SPECIFICALLY BE AMENDING SUBCHAPTER 4 – OVERLAY AND HISTORIC DISTRICTS, TO ESTABLISH SECTION 4.11, SOUTHEAST DENTON AREA PLAN OVERLAY DISTRICTS, INCLUDING THE SOUTHEAST DENTON RESIDENTIAL OVERLAY SUBDISTRICT (SEDRO), THE SOUTHEAST DENTON HEIGHT OVERLAY SUBDISTRICT (SEDHO), AND THE SOUTHEAST DENTON LIVE/WORK OVERLAY SUBDISTRICT (SEDLWO), AND PROVIDING APPLICABILITY, DIMENSIONAL STANDARDS, DESIGN STANDARDS, ALLOWED USES, AND/OR USE-SPECIFIC STANDARDS FOR EACH DISTRICT. THE SOUTHEAST DENTON RESIDENTIAL OVERLAY SUBDISTRICT INCLUDES 375.94 ACRES GENERALLY BOUNDED BY EAST MCKINNEY STREET TO THE NORTH; NORTH BRADSHAW STREET, EAST PRAIRIE STREET AND THE MKT RAILROAD TO THE WEST; SMITH STREET, KERLY STREET, AND MORSE STREET TO THE SOUTH; AND SOUTH WOODROW LANE TO THE EAST; THE SOUTHEAST DENTON HEIGHT OVERLAY SUBDISTRICT INCLUDES 39.77 ACRES GENERALLY BOUNDED BY EAST MCKINNEY STREET TO THE NORTH, EXPOSITION STREET TO THE WEST, EAST SYCAMORE STREET TO THE SOUTH, AND NORTH BRADSHAW STREET TO THE EAST; AND THE SOUTHEAST DENTON LIVE/WORK OVERLAY DISTRICT ENCOMPASSES 27.58 ACRES AND GENERALLY INCLUDES PROPERTIES ALONG THE NORTH AND SOUTH SIDES OF EAST PRAIRIE STREET BETWEEN OAKWOOD CEMETERY AND THE MKT RAILROAD, PROPERTIES ALONG THE WEST SIDE OF SKINNER STREET, PROPERTIES ALONG THE NORTH AND SOUTH SIDE OF ROBERTSON STREET SITUATED BETWEEN WYE STREET AND THE STREAM PEC 4 DRAINAGE CHANNEL, AND PROPERTIES ALONG THE EAST AND WEST SIDES OF COOK STREET NORTH OF WYE STREET IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF $2,000.00 FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (DCA26-0002b)

WHEREAS, pursuant to Ordinance No. DCA18-0009q, the City Council of the City of Denton adopted the revised 2019 Denton Development Code, the ("DDC"); and

WHEREAS, the Southeast Denton Area Plan was adopted on July 23, 2024, following sixteen months of community engagement, with recommendations to establish overlay districts to protect existing neighborhood scale and character and achieve the goal to strengthen neighborhoods and housing affordability for the properties and areas legally described in "Exhibit A" attached hereto; and

WHEREAS, additional community engagement in Spring of 2025 provided staff with further direction on proposed amendments related to Southeast Denton Overlay Districts; and

WHEREAS, the City desires to amend the DDC to establish the Southeast Denton Overlay Districts to provide regulatory support for maintaining a consistent neighborhood scale and character; and

WHEREAS, the amendment to Subchapter 4 are consistent with the 2040 Comprehensive Plan's goal to achieve re-investment, revitalization, and redevelopment of key growth centers while also promoting development which enhances community character and functionality; and

WHEREAS, the amendments include the following:

Subchapter 4: Overlay and Historic Districts – to establish Section 4.11, creating a new Southeast Denton Overlay District and providing applicability, dimensional standards, design standards, allowed uses, and/or use-specific standards for each subdistrict:

a. **Southeast Denton Residential Overlay (SEDRO**). Establish standards to preserve the scale and design of existing residential neighborhoods.

b. **Southeast Denton Height Overlay (SEDHO)**. Establish height limitations within the boundary to encourage compatible scale for commercial development near existing residential neighborhoods.

c. **Southeast Denton Live-Work Overlay (SEDLWO)**. Establish land use and site design standards to allow for neighborhood scaled commercial opportunities to occur in a manner that limits barriers for small business owners and minimizes adverse impacts on existing residences.

WHEREAS, on April 8, 2026, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, gave the requisite notices by publication, held due hearings and postponed consideration [6-0] of the amendment to the Denton Development Code to allow for one additional community meeting; and

WHEREAS, on May 27, 2026, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, gave the requisite notices by publication, held due hearings and recommended approval [7-0] of the amendment to the Denton Development Code with a modification to the Live/Work Overlay District to expand the permitted hours of operation to Sunday through Thursday: 6:00am-10:00pm; Friday through Saturday: 6:00am – 12:00am: and

WHEREAS, on June 16, 2026, the City Council likewise conducted a public hearing in accordance with local and state law and the City Council hereby finds that the Code amendments are consistent with the City's comprehensive plan, and the federal, state, and local law are in the best interests of the City of Denton; 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 and found to be true.

SECTION 2. Subchapter 4 of the DDC is amended as set forth in "Exhibit B" which is attached and fully incorporated herein by reference.

SECTION 3. Any person, firm, partnership, or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by a fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated, shall constitute a separate and distinct offense.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. That an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Denton Development Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

Exhibit A

Residential Overlay District Legal Description

BEING a 328.28-acre tract of land situated in the City of Denton, Denton County, Texas, being partially situated in the H. Sisco Survey, Abstract Number 1184, A.HILL Survey, Abstract Number 623, J. Brock Survey, Abstract Number 55, WM Teague Survey, Abstract Number 1266, MEP & PRR Survey, Abstract Number 1471, S.C. HIRAM Survey, Abstract Number 616, and being more particularly described as follows:

BEGINNING at the intersection of Smith Street and Hill Street;

Thence South 00°46'56" West, a distance of 220.74 feet to a point for a corner;

Thence West, a distance of 342.75 feet to a point for a corner;

Thence North 00°57'48" East, a distance of 231.31 feet to a point for a corner;

Thence South 89°59'57" West, a distance of 590.71 feet to a point for a corner;

Thence North 03°58'46" West, a distance of 521.03 feet along the centerline of Clifton Street to the intersection of Clifton Street and Simmons Street to a point for a corner;

Thence North 88°50'59" West, a distance of 375.22 feet along the centerline of Simmons Street to the intersection of Simmons and Cook Street to a point for a corner.

Thence North 00°18'49" East, a distance of 407.45 feet along the centerline of Cook Street to the intersection of Cook Street and Ruth Street;

Thence North 79°19'49" West, a distance of 36 feet for a point for a corner, being the southeast corner of the HILL ALLEY ST PROPERTIES INC., tract as described in the deed recorded by Denton County Clerk file number 2016-26027, Real Property Records, Denton County, Texas;

Thence North 49°25'48" West, a distance of 28.98 feet, to a point for a corner;

Thence South 89°38'46" West, a distance of 149.92 feet to a point for a corner;

Thence North 88°35'20"West, a distance of 149.91 feet to a point for a corner and being the southwest corner of the HILL ALLEY ST PROPERTIES INC., tract as described in the deed recorded by Denton County Clerk file number 2016-26641, Real Property Records, Denton County, Texas;

Thence South 00°06'18" West, a distance of 9.50 feet, to a point for a corner, being the southeast corner of the CITY OF DENTON, tract as described in the deed recorded by Denton County Clerk File Number 2003-60444, Real Property Records, Denton County, Texas;

Thence Sout 89°54'29" West, a distance of 207.68 feet to a point for a corner in the centerline of Johnson Street;

Thence North 00°53'10" West, along the centerline of said Johnson Street a distance of 398.51 feet to a point for a corner being in the centerline of the Union Pacific Railroad;

Thence North 22°30'43" East, along said railroad centerline, a distance of 180.52 feet to a point for a corner;

Thence North 75°51'13" East, a distance of 1040.26 feet to a point for a corner;

Thence South 89°55'59" East, a distance of 461.31 feet to a point for a corner being in the Centerline of the Denton Area Transit Authority Rail Line;

Thence North 20°50'35" West, a distance of 61.60 feet to a point for a corner;

Thence North 20°50'34" West, a distance of 152.49 feet to a point for a corner;

Thence North 13°15'21" West, a distance of 208.08 feet to a point for a corner being the intersection of Pecan Creek and said railroad tract;

Thence Northerly along the centerline of Pecan Creek a distance of 57.51 feet to a point for a corner being the intersection of Pecan Creek and Skinner Street;

Thence North 00°06'50" West, along the centerline of Skinner Street, a distance of 407.21 feet to a point for a corner;

Thence North 89°52'00" East, a distance of 265.05 feet to a point for a corner being in the centerline of Maddox Street;

Thence South 88°35'49" East, a distance of 126.78 feet to a point for a corner being the southeast corner of the YELDELL, JESSIE tract as described in the deed recorded by Denton County Clerks File number 1997-57326, Real Property Records, Denton County, Texas;

Thence South 74°43'26" East, across the tract known as DALLAS AREA RAPID TRANSIT, recorded by Denton County Clerk's file Number 2010-43179, a distance of 106.92 feet to a point for a corner being the southwest corner of the FRANKLIN, TERSA D, tract as described in the deed recorded by Denton County Clerk's file Number 2011-70073;

Thence North 89°50'31" East, a distance of 224.36 feet to a point for a corner being in the centerline of Avenue S street;

Thence North 00°10'35" West, a distance of 18 ft to a point for a corner;

Thence South 89°48'54"East, a distance of 199.22 feet to a point for a corner, being the southeast corner of the CHANG, ANTHONY, tract as described in the deed recorded by Denton County Clerk's File Number 2003-18237, Real property Records, Denton County, Texas;

Thence North 00°47'51" West, a distance of 18.93 feet to a point for a corner, being the southwest corner of the BLUMENTHAL, HEIDMARIE, tract as described in the deed recorded by Denton County Clerk’s file number 2022-115858, Real Property Records, Denton County, Texas;

Thence North 89°59'44" East, a distance of 84.94 feet to a point for a corner, being the southwest corner of the GILMORE, ALEXANDER, tract as described as in the deed recorded by Denton County Clerk File Number 2011-47866, Real Property Records, Denton County, Texas;

Thence East, a distance of 73.67 feet to a point for a corner;

Thence North for a distance of 11.92 feet to a point for a corner;

Thence North 89°51'47" East, a distance of 18.11 feet to a point for a corner;

Thence South 41°56'05" East, across Lakey Street, a distance of 90.48, feet to a point for a corner;

Thence South 89°52'11" East, a distance of 171.69 feet to a point for a corner, being the southeast corner of the ST. EMMANUEL BAPTIST CHURCH tract as described in the deed recorded by Denton County Clerk's File Number 1997-0031125, Real Property Records, Denton County, Texas;

Thence North 01°44'29" East, a distance of 128.14 feet to a point for a corner, being the northeast corner of said ST. EMMANUEL BAPTIST CHURCH tract;

Thence North 06°39'51" East, across E. Prairie Street, a distance of 50.42 feet to a point for a corner, being the southeast corner of the HILL ALLEY ST PROPERTIES INC. tract as described in the deed recorded by Denton County Clerk's File Number 22019-84190, Real Property Records, Denton County, Texas;

Thence North, a distance of 651.26 feet to a point for a corner being in the centerline of East Sycamore Street;

Thence South 89°41'46" East, along the centerline of said East Sycamore Street, a distance of 623.65 feet to a point for a corner, being the intersection of East Sycamore Street and South Broadway Street;

Thence North 00°01'38" East, a distance of 382.28 feet to a point for a corner;

Thence East, a distance of 229.11 feet to a point for a corner;

Thence North 76°51'21" West, a distance of 147.52 feet to a point for a corner being in the centerline of Pecan Creek;

Thence North, a distance of 147.86 feet to a point for a corner;

Thence West, a distance of 30.53 feet to a point for a corner;

Thence North 00°06'40" East, a distance of 130.06 feet for a point, being the northeast corner of the PBS PT, INC. tract as described in the deed recorded by Denton County Clerk's File number 2018-35185, Real Property Records, Denton County, Texas;

Thence North 01°07'02" East, a distance of 33.23 feet to a point for a corner being the intersection of E. Hickory Street and N. Bradshaw Street;

Thence North 00°06'32" East, along the centerline of N. Bradshaw Street, a distance of 587.82 feet to a point for a corner being the intersection of N. Bradshaw Street and E. McKinney Street;

Thence North 89°46'26" East, along the centerline of E. McKinney Street, a distance of 1148.27 feet to a point for a corner being the intersection E. McKinney Street and N. Ruddell Street;

Thence South 75°04'22" East, a distance of 135.16 feet to a point for a corner, the northeast corner of the LANDEROS, PABLO, tract as described in the deed recorded by Denton County Clerk's File Number 2006-145563, Real Property Records, Denton County, Texas;

Thence South 00°00'23" West, a distance of 534.83 feet to a point for a corner;

Thence South 29°38'15" West, a distance of 30.60 feet to a point for a corner being in the centerline of N Ruddell Street;

Thence South 00°11'35" West, along the centerline of said N. Ruddell Street, a distance of 1,448.69 feet to a point for a corner being the intersection of S Ruddell Street and Pecan Creek;

Thence South 89°52'21" East, a distance of 1,587.82 feet to a point for a corner, being the in the centerline of S. Woodrow Lane;

Thence South 00°08'54" West, along the centerline of said S. Woodrow Lane, a distance of 1,929.11 feet to a point for a corner being the intersection of S. Woodrow Lane and Morse Street;

Thence North 69°02'34" West, a distance of 688.54 feet to a point for a corner;

Thence South 04°00'53" West, a distance of 38.37 feet to a point for a corner being the northeast corner of the CUENCA-LUGO, JUAN & TELLEZ, MARISOL CUENCA, tract as described in the deed recorded by Denton County Clerk's File Number 2016-696151, Real Property Records, Denton County, Texas;

Thence South 01°57'16" West, a distance of 845.89 feet to a point for a corner being the southeast corner of the RESICAP TEXAS OWNER LLC., as described in the deed recorded by Denton County Clerk's File Number 2021-91902, Real Property Records, Denton County, Texas;

Thence West, a distance of 303.92 feet to a point for a corner being the northeast corner of the CANTEX SHADY OAKS LLC., tract as described in the deed recorded by Denton County Clerk's File Number 2025-108404, Real Property Records, Denton County, Texas;

Thence South, a distance of 85.19 feet to a point for a corner being the southeast corner of the DEMPSEY, KATELYNN MAE, tract as described in the deed recorded by Denton County Clerk's File Number 2021-40760, Real Property Records, Denton County, Texas;

Thence North 78°26'43" West, a distance of 408.32 feet to a point for a corner being the northern corner of the MANUEL, LORETTA E, tract as described in the deed recorded by Denton County Clerk's File Number 1998-0069701, Real Property Records, Denton County, Texas;

Thence South 10°32'39" West, a distance of 431.99 feet to a point for a corner being in the centerline of Kerley Street;

Thence South 57°15'22" East, along the centerline of said Kerley Street, a distance of 367.08 feet to a point for a corner being the intersection of Kerley Street and Shady Oaks Drive;

Thence South 30°33'51" West, across said railroad tracks, a distance of 111.11 feet to a point for a corner;

Thence North 63°08'05" West, a distance of 2,328.06 feet to a point for a corner being in the centerline of Duncan Street;

Thence South 03°07'18" West, along said centerline of said Duncan Street, a distance of 582.08 feet to a point for a corner being the intersection of Duncan Street and Smith Street;

Thence North 89°41'17" West, along the centerline of said Smith Street, a distance of 691.54 feet to the POINT OF BEGINNING, Save and Except all areas of public roads, E. McKinney Street, Ruddell Street, Woodrow Lane, Morse Street, Kerly Street, Shady Oaks Drive, Duncan Street, Smith Street, Hill Street, Clifton Street, Simmons Street, Cook Street, Johnson Street, Wye Street, Roberston Street, Jackson Street, Skinner Street, Maddox Street, Avenue S, Lakey Street, Prairie Street, Sycamore Street, Hickory Street, Bradshaw Street, containing in all approximately 328.28 acres of land.

Height Limitation Overlay District Legal Description

BEING a 36.91-acre tract of land situated in the City of Denton, Denton County, Texas, in the H. Sisco Survey, Abstract No. 1184, Denton County, Texas, and being more particularly described as follows:

BEGINNING at point for a corner in the south boundary line of McKinney Street and being the northwest corner of the STARNES RENTALS LLC., tract as described in the deed recorded by Denton County Clerk file number 2005-42445, Real Property Records, Denton County, Texas;

Thence South 88°10’20” East, along the southern right of way of E McKinney Street, a distance of 678.88 feet to a point for a corner in the centerline of N Bradshaw Street;

Thence South 00°27’47” West, a distance of 587.82 feet to a point for a corner being the northeast corner of the PBS PT. INC., tract as described in the deed recorded by Denton County Clerk file number 2018-35185. Real Property Records, Denton County, Texas;

Thence East, a distance of 30.53 feet to a point to a point for a corner;

Thence South 00°06’54” East, a distance of 156.42 feet to a point for a corner being in the centerline of Pecan Creek;

Thence South 81°18’22” East, along the centerline of said Pecan Creek, a distance of 147 feet to a point for a corner of the CRUSTY TRAILER LLC., tract as described in the deed recorded by Denton County Clerk’s file number 2020-49638, Real Property Records, Denton County, Texas;

Thence West, a distance of 229.11 feet to a point for a corner;

Thence South, a distance of 382.28 feet to a point for a corner in the centerline of E Sycamore Street;

Thence South 89°58’10” West, along the centerline of said E. Sycamore Street, a distance of 623.65 feet for a point in a corner.

Thence South, a distance of 495.96 feet to a point for a corner, being the northeast corner of the HILL ALLEY ST PROPERTIES INC, tract as described in the deed recorded by Denton County Clerk’s file number 2019-84190, Real Property Records. Denton County, Texas;

Thence, West a distance of 715.30 feet, to a point for a corner, being the northwest corner of the HILL ALLEY ST PROPERTIES INC, tract as described in the deed recorded by Denton County Clerk’s file number 2015-81118Real Property Records. Denton County, Texas;

Thence South, a distance of 99.02 feet for a point in a corner, being the northeast corner of the HILL ALLEY ST PROPERTIES INC., tract as described in the deed recorded by Denton County Clerk’s file number 2022-128567, Real Property Records. Denton County, Texas;

Thence West, a distance of 125.93 feet, to a point for a corner, being the northwest corner of the HILL ALLEY ST PROPERTIES INC., tract as described in the deed recorded by Denton County Clerk’s file number 2022-128567, Real Property Records. Denton County, Texas;

Thence South, a distance of 58.95 feet to a point for a corner being in the centerline of E Prairie Street.

Thence North 86°28’59” West, along the centerline of E. Prairie Street, a distance of 754.12 feet to a point for a corner being intersection of E. Prairie Street and the Union Pacific Railroad.

Thence North 25°19’28” East, along the centerline of said Union Pacific Railroad, a distance of 725.59 feet to a point for a corner being the intersection of said railroad and E. Sycamore Street;

Thence North 89°56’47” East, along the centerline of said E. Sycamore Street, a distance of 1,281.54 feet to a point for a corner being the intersection of E. Sycamore Street and Exposition Street;

Thence North 00°02’24” West, along the centerline of said Exposition Street, a distance of 716.3 feet to a point for a corner being the intersection of Exposition Street and E. Hickory Street;

Thence North 89°48’55” East, along the centerline of said E Hickory St, a distance of 63.09 feet to a point for a corner being the intersection of E. Hickory Street and Exposition Street;

Thence North 00°27’59” West, along the centerline of said Exposition Street, a distance of 298.68 feet to a point for a corner being the intersection of Exposition Street and E. Oak Street;

Thence North 15°23’30” West, a distance of 46.29 to a point for a corner being the southeast corner of the NEU, BOBBY & NEU, Mary, tract as described in the deed recorded by Denton County Clerk’s file number 2024-31465, Real Property Records, Denton County, Texas;

Thence North 00°07’22” East, a distance of 290.68 feet to the POINT OF BEGINNING, Save and Except all areas of public roads, E. McKinney Street, Bradshaw Street, Hickory Street, Sycamore Street, Prairie Street, Exposition Street, Oak Street, containing in all approximately 36.91 acres of land.

Live/Work Overlay District Legal Description

BEING a 27.58-acre tract of land situated in the City of Denton, Denton County, Texas, partially situated in the H. Sisco Survey, Abstract Number 1184, Denton County, Texas, and the A.HILL Survey, Abstract Number 623, and being more particularly described as follows:

BEGINNING at the intersection of E. Prairie Street and the Union Pacific Railroad;

Thence South 89°00’06” East, along the centerline of said E. Prairie Street, a distance of 754.12 feet to a point for a corner;

Thence North 00°57’02” East, a distance of 58.95 feet to a point in a corner, being the northwest corner of the HILL ALLEY ST PROPERTIES INC., tract as described in the deed recorded by Denton County Clerk file number 2022-128567, Real Property Records, Denton County, Texas;

Thence East, a distance of 123.93 to a point for a corner being the northeast corner of the HILL ALLEY ST PROPERTIES INC., tract as described in the deed recorded by Denton County Clerk file number 2022-128567, Real Property Records, Denton County, Texas;

Thence North, a distance of 99.02 feet to a point for a corner being the northwest corner of the HILL ALLEY ST PROPERTIES INC., tract as described in the deed recorded by Denton County Clerk file number 2015-81118, Real Property Records, Denton County, Texas;

Thence East, a distance of 715.30 feet to a point for a corner being the northeast corner of the HILL ALLEY ST PROPERTIES INC., tract as described in the deed recorded by Denton County Clerk file number 2019-84190, Real Property Records, Denton County, Texas;

Thence South, a distance of 129.28 feet to a point for a corner being the southeast corner of the HILL ALLEY ST PROPERTIES INC., tract as described in the deed recorded by Denton County Clerk file number 2019-84190, Real Property records, Denton County, Texas;

Thence South 06°39’51” West, across said E. Prairie Street, a distance of 50.42 feet to a point for a corner being the northeast corner of the ST EMMANUEL BAPTIST CHURCH, tract as

described in the deed recorded by Denton County Clerk file number 2097-0031125, Real Property Records, Denton County, Texas;

Thence South 01°44’29” West, a distance of 128.14 feet to a point for a corner, being the Southeast corner of the ST EMMANUEL BAPTIST CHURCH, tract as described in the deed recorded by Denton County Clerk file number 2097-0031125, Real Property Records, Denton County, Texas;

Thence North 89°52’1” West, a distance 171.69 feet, to a point for a corner;

Thence North 41°56’05” West, a across Lakey Street, a distance of 90.48 feet to a point for a corner;

Thence South 89°51’47” West, a distance of 18.11 feet to a point for a corner;

Thence West, a distance of 73.67 feet to a point for a corner being the southwest corner of the GILMORE,ALEXANDER, tract as described in the deed recorded by Denton County Clerk file number 2011-47866, Real Property Records, Denton County, Texas;

Thence South 00°00’28” West, a distance of 11.92 feet to a point for a corner;

Thence South 89°59’44” West, a distance of 84.94 feet to a point for a corner being the southwest corner of the BLUMENTHAL, HEIDEMARIE, tract as described in the deed recorded by Denton County Clerk file number 2022-115858, Real Property Records, Denton County, Texas;

Thence South 00°47’51” East, a distance of 18.93 feet to a point for a corner being the southeast corner of the CHANG, ANTHONY, tract as described in the deed recorded by Denton County clerk file number 2009-18237, Real Property Records, Denton County, Texas;

Thence North 89°48’54” West, a distance of 199.22 feet to a point for a corner being in the centerline of Avenue S;

Thence South 00°10’36” East, along said center line of Avenue S a distance of 18 feet to a point for a corner;

Thence South 89°5’31” West, a distance of 224.36 feet to a point for a corner of the FRANKLIN, TERESA D, tract as described in the deed recorded by Denton County clerk file number 2011-70073, Real Property records, Denton County, Texas;

Thence North 74°43’26” West, across the DALLAS AREA RAPID TRANSIT tract, as described in the deed recorded by Denton County clerk file number 2010-43179, Real Property Records, Denton County, Texas a distance of 106.92 feet to a point for a corner;

Thence North 88°35’49” West, a distance of 126.78 feet to a point for a corner, being the southwest corner of the YELDELL, JESSIE tract as described in the deed recorded by Denton County Clerks File number 1997-57326, Real Property Records, Denton County, Texas;

Thence South 89°52’00” West, a distance of 265.05 feet to a point for a corner in the centerline of Skinner Street;

Thence South 00°06’50” East, along the centerline of said Skinner Street, a distance of 407.21 feet to a point for a corner being the intersection of Skinner Street and Pecan Creek;

Thence along the centerline of Pecan Creek the following seven calls;

1. South 83°09’26” East, a distance of 121.39 feet;

2. South 67°08’41” East, a distance of 54.41 feet;

3. South 49°28’27” East, a distance of 73.58 feet;

4. South 45°16’37” East, a distance of 70.57 feet;

5. South 72°00’58” East, a distance of 96.81 feet;

6. North 89°40’08” East, a distance of 83.41 feet

7. North 76°58’23” East, a distance of 17.34 feet to a point in the centerline of said railroad tract;

Thence South 13°15’21” East, along said railroad tract a distance of 208.08 feet to a point for a corner;

Thence South 20°50’35” East, along said railroad tract a distance of 214.09 feet to a point for a corner;

Thence North 89°55’59” West, along and near the centerline of Wye Street a distance of 461.31 feet to a point for a corner;

Thence South 75°51’13” West, along and near said centerline of Wye Street a distance of 1,040.26 feet to a point for a corner;

Thence North 24°36’06” East, a distance of 1481.63 feet to the POINT OF BEGINNING, Save and Except all areas of public roads, Wye Street, Roberston Street, Skinner Street, Maddox Street, Avenue S, Lakey Street, Prairie Street, Sycamore Street, containing in all approximately 22.25 acres of land.

Exhibit B
(attach DDC Subchapter 4)

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**

DATE: **June 16, 2026**

SUBJECT

Hold a public hearing inviting citizens to comment on the 2026 Action Plan for the 2023-2027 Consolidated Plan for Housing and Community Development.

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 16 public hearing will solicit public comment on CSAC funding recommendations for the 2026 Action Plan.

Citizen Participation

To gain public input for the 2026 Action Plan, staff held a public hearing on October 28, 2025, 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 3, 2026 Action Plan. A final Public Hearing was held June 16, during a regular session of City Council, for feedback on the 2026 Action Plan. Community engagement activities regarding public hearings and survey distribution are outlined below.

1. Information was sent via email listserv to interest 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. Information was posted on social media**.**

Available Funding

The City of Denton's 2026 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 2026 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 2026-27. The total grant funding proposed for the FY 2026-27 program year is $1,872,958.33, as outlined in Figure 1.

Figure 1: Funding Summary by Funding Source

FUNDING SOURCE	FUNDING AMOUNT	SET-ASIDES	26/27 CSAC ALLOCATION
Community Development Block Grant – Final	1,140,961.00		1,020,012.28
Community Development Block Grant - Program Income[1]	4,000.00		
Community Development Reallocated Funds[3]	103,243.28		
Community Development Block Grant – Administration[2]		228,192.00	
CDBG TOTAL	1,248,204.28	228,192.00	1,020,012.28
HOME Investment Partnership Grant - Final	486,606.05		437,946.05
HOME Investment Partnership Grant – Administration[2]		48,660.00	
HOME TOTAL	486,606.05	48,660.00	437,946.05
General Funds	1,345,526.00		415,000.00
General Funds – Homeless Initiatives		930,526.00	
GENERAL FUNDS TOTAL	1345,526.00	930,526.00	415,000.00
TOTAL	**3,080,336.33**	**1,207,378.00**	**1,872,958.33**

[1]CDBG Estimated Program Income will be adjusted based on actual program income at the end of the program year.
[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]The reallocated funds are residual balances from completed projects/programs.

Committee Recommendations

The CSAC met Friday, May 8, 2026, to consider the 2026-2027 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. A summary of the funding recommendations and project descriptions is included in Exhibit 2. Below is a summary of the total funds recommended by application type (Figure 2).

Figure 2: 26-27 Funding Recommendations by Project Type

Application Type	Total Funding Recommended
Human Services	$586,144.00
Housing Projects	$703,822.28
Public Facilities	$395,046.00
Total	$1,685,012.28

The committee recommended leaving $187,946.05 of HOME funds unallocated for now with the plans to assess how they can be best used to support housing affordability after Council's consideration of the affordable housing bond program. Staff will review options for allocating the remaining funds in the next year with the committee.

The CSAC funding recommendations are based on final funding available in Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), CDBG reallocated funds, and local program income are $1,872,958.33. Funding recommendations will be proportionally adjusted based on the approved 26-27 General Fund budget from City, anticipated in September.

ESTIMATED SCHEDULE OF PROJECT

Figure 3: 2026 Action Plan Timeline

Proposed Activity	Date
City Council considers approval of 2026 Action Plan and service agreement templates	July 21, 2026
Submission of 2026 Action Plan to HUD	Aug. 15, 2026
Execution of Service Agreement	Sept. 30, 2026
Start of 2026-2027 Community Development Grant Program Contracts	Oct. 1, 2026

FISCAL INFORMATION

All projects and programs approved under the 2026-27 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 FY2026-27.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – CSAC Funding Recommendations and Project Descriptions
Exhibit 3 – 2026 Draft Action Plan
Exhibit 4 – Presentation

Respectfully submitted:
Jesse Kent
Director of Community Services

Prepared by:
Tamara Jones
Grants Program Coordinator

Luisa Garcia
Community Development Manager

EXHIBIT 2

2025-26 Community Development Grant Program
Project Descriptions

Organization	Project Description	Funding Amount	Projected Outputs
HUMAN SERVICES PROJECTS			
Children's Advocacy Center for North Texas, Inc.	Direct client services to help child abuse victims and families needing services.	$50,000	84
COD PARD Summer Kids Camp	Full and 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.	$50,000	34
Communities in Schools	Dropout prevention programs in Denton ISD campuses located within city limits of Denton serving grades K-12 students who struggle with academic, social, emotional, and/or physical barriers to success and are at-risk of dropping out of school based on Texas Education Agency's 14 at-risk criteria.	$36,000	840
Court Appointed Special Advocates of Denton County, Inc.	Recruit, train and support community volunteers to advocate for the best interest of abused an d neglected children, and to promote community awareness of child abuse issues.	$40,000	200
Cumberland Youth and Family Services	Trauma-informed mental healthcare to children, individuals, families, and couples who qualify for services based on income, location, and lack of insurance.	$25,000	44
Denton Christian Preschool	Quality education for preschool age children in the Denton community to ensure children are at or above grade level when entering kindergarten and help end generational poverty. Funds will cover a portion of salaries for two (2) employees – Bilingual Teacher and Bus Driver.	$25,000	46
Denton County Friends of Family	Shelter night consisting of one night of stay and includes supportive services; advocacy, counseling, case management, legal and protective order assistance, assistance with Crime Victim's Compensation, and housing location and assistance.	$50,000	270
Denton County MHMR	Outreach to Suicide Survivors by LOSS Team who are on-site at the scene of a suicide to provide resources and hope to newly bereaved. Funds will cover the cost of the LOSS Team Coordinator salary.	$35,000	18
Giving Grace	Supportive services including case management to individuals transitioning from homelessness and into housing.	$36,000	12
Health Services of North Texas	Provides quality primary medical care for impoverished and uninsured/underinsured patients of all ages (including women's health & prenatal care).	$60,000	240
Heart of the City	Expansion of food pantry services to meet hunger crisis in North Texas.	$15,000	1,154
Opening Doors International Services	Outreach, consultation on immigration benefits and openings for immigration cases at low- or no-cost.	$16,000	100
Our Daily Bread	Funds will support one case manager partial salary providing intensive, housing-focused case management services.	$40,000	300
Paisley Street Preschool	Salary will support early learning experiences for children ages 18 months to 5 years old on a sliding scale tuition.	$15,500	55
Pedi Place	Primary healthcare and mental health services for children residing in Denton ages birth to 18 who are uninsured or qualify for Medicaid or CHIP benefits.	$36,000	617
Refuge for Women	Salary will support Resident Navigation Services for survivors of sex trafficking with individualized support plans to achieve mental and housing stability.	$30,644	12
The Salvation Army, A Georgia Corp - Denton	Assistance with food provided during the K.A.R.E. Kitchen daily meals and Food Pantry for client s experiencing homelessness and low-income households. Partial salary to support the KARE Kitchen Cook and Pantry Coordinator positions.	$26,000	1,800
	TOTAL	**$586,144**	***5826 PEOPLE***
HOUSING PROJECTS			
City of Denton - Homebuyer Assistance Program	The program assists first time homebuyers with closing costs and down payment assistance to low and moderate households	$300,000	5
City of Denton - Minor Repair Program	The program addresses urgently needed repairs of homes in the city limits of Denton up to $24,500 for low and moderate income households.	$403,822	38
	TOTAL	**$703,822**	***43 UNITS***
PUBLIC FACILITY PROJECTS			
Denton Community Shelter	Repairs in bathrooms to enhance facilities using materials appropriate for usage. Repairs include demolition, reconstruction of wall system, installation of moisture-resistant finishes, upgrades to plumbing, improvements to mechanical ventilation, flooring replacement, and comprehensive ADA compliance verification.	$365,046	1,878
Paisley Street Preschool	Window replacement to provide better energy and temperature control in the facility.	$30,000	78
	TOTAL	**$395,046**	***1,956 PEOPLE***

2023–2027 City of Denton Consolidated Plan

FOR HOUSING & COMMUNITY DEVELOPMENT

2026 ACTION PLAN

HOUSEHOLDS	PRIORITY
48	AFFORDABLE HOUSING
178	MAKING HOMELESSNESS RARE, BRIEF & NONRECURRING
2,073	PUBLIC SERVICES
1,956	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 2026 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 2026-27 program year (October 1, 2026, through September 30, 2027) to address Denton's strategies stated in the 2023-2027 Consolidated Plan for Housing and Community Development. The 2026 Action Plan covers the fourth 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 2026 is $1,734,810.33 (including $103,243.28 in CDBG Reprogrammed Funds and $4,000 in CDBG estimated program income).

A total of $1,457,958.33 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 $187,946.05 is available as unprogrammed funds. The unprogrammed funds will be allocated through a substantial amendment process required by HUD.

Most of the 2026 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 2026-27 program year. A total of 82% of all CDBG funds and 51% of all HOME funds have been allocated to low and moderate-income activities. This percentage for the HOME grant will increase to 90% when the unprogrammed funds are allocated to eligible HOME projects.

AMENDMENTS:

The City of Denton is amending the following Action Plans:

a) The 2021 Action Plan to reallocate $25,057.82 in CDBG funds. The minor amendment would reallocate the balance from the Homebuyer Assistance Program to the Minor Repair Program.

b) The 2024 Action Plan to reallocate $78,185.46 in CDBG funds. The minor amendment would reallocate the Balance from the Carl Young Park Trail Project to the Minor Repair Program.

Funding Source	Funding Amount
Community Development Block Grant- Estimate	1,140,961.00
Community Development Block Grant- Program Income[1]	4,000.00
Community Development Block Grant- Reallocated Funds	103,243.28
CDBG TOTAL	1,248,204.28
HOME Investment Partnership Grant	486,606.05
HOME TOTAL	486,606.05
TOTAL	1,734,810.33
Funds Programmed to Activities in Action Plan	1,546,864.28
Unprogrammed Funds (CDBG)	187,946.05
[1]Reallocated funds are from completed 2021-and 2024 projects with residual funds. Estimated program income will be adjusted at the end of the program year based on the actual program received.	

Table 1 - CDBG/HOME Funding

National Objectives	CDBG Grant	% of Grant	HOME Grant	% of Grant
L/M Income Area Benefit	0	0%	0	0%
L/M Income Limited-Clientele	566,190	45%	0	0%
L/M Income Housing	453,822.28	36%	250,000	51%
TOTAL	1,020,012.28	82%	250,000	51%
Total Funds Available	1,248,204.28	100%	486,606.05	100%

Table 2 - National Objectives

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Below is a summary of the number of households or persons served through the CDBG and HOME grants from the 2024 Consolidated Annual Performance and Evaluation Report which is the most recently completed year. The 2024 Action Plan was the second 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. 2024 Action Plan goals focused on affordable housing (95 persons assisted), public facility improvements (1,770 persons assisted), and public services activities (583 persons assisted) with an emphasis on homeless assistance (415 persons assisted) for a total of 2,863persons assisted.

2023-27 CONPLAN PRIORITY / ACTIVITY	PERSON ASSISTED	CDBG/CDBG-CV Expenditures	HOME/HOME-ARP Expenditures	Total Expenditures	Percent
Affordable Housing	95	$456,252	$185,166	$641,418	30%
Making Homelessness Rare, Brief, and Nonrecurring	415	$157,570	$814,150	$971,720	45%
Public Services	583	$104,679	$0	$104,679	5%
Public Facilities, Improvements, and Infrastructure	1770	$181,913	$0	$181,913	8%
Planning and Administration	0	$204,018	$47,199	$251,217	12%
Total	2863	$1,104,431	$1,046,515	$2,150,946	100%

Table 3 - HUD Expenditures and Persons Assisted by ConPlan Priorities

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

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 1, 2025, through October 31, 2025, which generated 313 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 on October 28, 2025, at 6 p.m. at the North Branch Library (3020 N. Locust St. Denton, TX 76209) 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 newspaper ad. Spanish translations were available. Staff made a presentation to review funds and 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 2026 Annual Plan was placed on public display for 30 days beginning from May 25, 2026, to June 23, 2026. 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 16, 2026, during the City Council Meeting Regular Session to obtain comments on the proposed use of funds for 2026 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

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

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. The appendix also includes supporting documentation on the outreach methods (ATTACHMENT 2).

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 2026 Action Plan.

7. Summary

The 2026 Action Plan was developed by requesting public input regarding the use of federal funds. Housing, Public Facility, and Human Services funding applications were released November 24, 2025. Application training was provided by the Community Services Staff on the combined community development funding application December 9, 2025. The CSAC reviewed and scored applications in February and March 2026, and the committee developed a set of funding recommendations May 8, 2026. The 2026 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

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

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
601 E. Hickory St.
Denton, Texas 76205
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 planned 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 efforts are 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 people experiencing homelessness and people at risk of homelessness. The City actively participates in the Balance of State CoC and the local homeless coalition, the Denton County Homeless Coalition.

This collaboration supports developing 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). Deidentified data on the CE is analyzed 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 identified priorities, CoC grants are awarded locally to provide housing and supportive services. In Denton, these funds support 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 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

1	**Agency/Group/Organization**	Committee on Persons with Disabilities
	Agency/Group/Organization Type	Other government - Local Special Needs Citizen Committee
	What section of the Plan was addressed by Consultation?	Public Services and Public Facilities
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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.
2	**Agency/Group/Organization**	DENTON AFFORDABLE HOUSING CORP
	Agency/Group/Organization Type	CHDO
	What section of the Plan was addressed by Consultation?	Affordable Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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.
3	**Agency/Group/Organization**	Denton County MHMR Center
	Agency/Group/Organization Type	Mental Health Service Organization
	What section of the Plan was addressed by Consultation?	Public Services Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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.

4	**Agency/Group/Organization**	Denton County Public Health Department
	Agency/Group/Organization Type	Public Health Department, Coalitions
	What section of the Plan was addressed by Consultation?	Public Services Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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.
5	**Agency/Group/Organization**	Denton Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Affordable Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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.
6	**Agency/Group/Organization**	Denton County Food Insecurity Group
	Agency/Group/Organization Type	Public Services Assistance Group
	What section of the Plan was addressed by Consultation?	Public Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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.

7	**Agency/Group/Organization**	Denton Independent School District
	Agency/Group/Organization Type	Services-Education Public Education Entity
	What section of the Plan was addressed by Consultation?	Economic and Public Services Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Joint City and DISD meetings are hosted. OUTCOMES: Increase intergovernmental collaboration and identify partnerships necessary to address community needs.
8	**Agency/Group/Organization**	Denton County Behavioral Health Leadership Team
	Agency/Group/Organization Type	Quasi-Governmental Collective Impact Initiative
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Public Services Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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.
9	**Agency/Group/Organization**	Denton County Homelessness Leadership Team
	Agency/Group/Organization Type	Quasi-Governmental Collective Impact Initiative
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Public Services Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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: Making Homelessness Rare, Brief, and Nonrecurring.

10	**Agency/Group/Organization**	Denton County Workforce Success Leadership Team
	Agency/Group/Organization Type	Quasi-Governmental Collective Impact Initiative
	What section of the Plan was addressed by Consultation?	Economic Mobility, Financial Stability
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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.
11	**Agency/Group/Organization**	Texas Homeless Network
	Agency/Group/Organization Type	Lead Agency for the Balance of State CoC
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Public Service Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Continuous collaboration and consultation regarding homeless needs in the Denton area. OUTCOMES: Making Homelessness Rare, Brief, and Nonrecurring.
12	**Agency/Group/Organization**	Local Broadband Companies- Frontier Communications, Spectrum, and Charter Communications
	Agency/Group/Organization Type	Local Broadband Companies
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Reviewed data from local broadband companies, including upload and download speeds, to determine the need for broadband wiring and connections for low and moderate-income households.

13	**Agency/Group/Organization**	Local Emergency Management-City and County of Denton Emergency Management, FEMA Region VI
	Agency/Group/Organization Type	Local Emergency Management Agencies
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agencies developed the Denton County Hazard Mitigation Action Plan that identified natural disasters as having the potential to cause damage in the county. The plan was reviewed to determine the impact on low- and moderate-income areas.

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, including Broadband and Emergency Management during the ConPlan process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		
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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
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
Denton County Hazard Mitigation Plan	Denton County Emergency Management	Needs Assessment
Broadband Plan	City of Denton	Needs Assessment

Table 6 – Other local / regional / federal planning efforts

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. To broaden the citizen participation process during the 2026 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 2025, and the City received three-hundred thirteen responses (313). A summary of survey results is 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 each category of housing assistance, infrastructure, and special populations that respondents stated the City should fund are as follows:

- Affordable Housing: Repair homes for low-income homeowners (81%); Provide housing for groups with limited access to resources (66%); and homebuyer assistance (59%)
- Making Homelessness Rare, Brief, and Nonrecurring: Improved mental health services (63%); Rental assistance to prevent evictions (47%); and job training and employment services (45%)
- Public Services: Health and mental health services (80%), affordable childcare (75%), and transportation services (52%)
- Public Improvements and Infrastructure Needs: Improve roads and sidewalks (81%); Improve accessibility (53%); and improve parks and recreation facilities (53%)

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

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Online Survey (1)	All city residents and organizations.	313 surveys were completed.	See summary of the comments. Attachment 2	Comments regarding City services not pertaining to eligible activities under CDBG or HOME funding were not incorporated into the plan(s).	Funding Priority Survey (Oct. 2025)
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	All city residents and organizations.	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 (2 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	October 28, 2025, June 16, 2026

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 on specific activities which tie back to our larger Strategic Plan Goals. The anticipated federal resources below are based on final HUD allocation amounts.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Administration, Housing, Public Facility Improvements, and Public Services	1,140,961.00	4,000.00	103,243.28	1,248,204.28	2,496,408.56	2026APlan includes $103,243.28 as prior year funds. $25,057.82 from the 2021 Homebuyer Assistance Program that closed with residual funds. $78,185.46 from 2024 Carl Young Park Trail Project that completed with residual funds. $103,243.28 were allocated to the Minor Repair Program.
HOME	public - federal	Administration, Homebuyer assistance	486,606.05	0.00	0.00	486,606.05	973,212.10	

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 2026-27 program year, CDBG and HOME projects will leverage an additional $63,561,430 in federal, state, local, and private funds and include the following:

Proposed General Funds for human services activities	$415,000
Federal Funds for human services activities	$14,744,891
State Funds for human services activities	$23,589,903
Local Funds for human services activities	$6,370,356
Private Funds for human services activities	$18,441,280
Private Funds for affordable housing activities	$0
Total Federal, State, Local, and Private Funding	**$63,561,430**

Table 9 – Leverage Funding

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 2026.

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 $62,500 for the 2026-27 program year. The 25% match of federal HOME grant excludes administrative allowances. 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.

If appropriate, describe publically 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	Funding	Goal Outcome Indicator
1	Affordable Housing	2023	2027	Affordable Housing	Denton City Limits	Affordable Housing	CDBG: $453,822.28 HOME: $250,000.00	Public service activities for Low/Moderate Income Housing Benefit: 48 Households Assisted
2	Making Homelessness Rare, Brief and Nonrecurring	2023	2027	Homeless	Denton City Limits	Making Homelessness Rare, Brief and Nonrecurring	CDBG: $50,000.00	Homeless Person Overnight Shelter: 178 Persons Assisted
3	Public Services	2023	2027	Non-Housing Community Development	Denton City Limits	Public Services	CDBG: $121,144.00	Public service activities for Low/Moderate Income Housing Benefit: 2,073 Persons Assisted
4	Public Facilities, Improvements and Infrastructure	2023	2027	Non-Housing Community Development	Denton City Limits	Public Facilities, Improvements and Infrastructure	CDBG: $395,046.00	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1,956 Persons Assisted
5	Planning and Administration	2023	2027	Planning and Administration	Denton City Limits	Planning and Administration	CDBG: $228,192.00 HOME: $48,660.00	

Table 10 – Goals Summary

Goal Descriptions

1	**Goal Name**	Affordable Housing
	Goal Description	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; homelessness prevention (non-HOME rental assistance); rapid re-housing; and supportive services.
2	**Goal Name**	Making Homelessness Rare, Brief and Nonrecurring
	Goal Description	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	**Goal Name**	Public Services
	Goal Description	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	**Goal Name**	Public Facilities, Improvements and Infrastructure
	Goal Description	Provides funding for public facilities 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	**Goal Name**	Planning and Administration
	Goal Description	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 an entitlement for the Community Development Block Grant (CDBG) and a participating jurisdiction for the HOME Investment Partnerships (HOME) Program. For the 2026-27 program year, the city has an estimated total of $1,734,810.33 in federal funds and program income, including $103,243.28 in reprogrammed CDBG funds. Table 11 lists the funded projects for this year.

The 2026 HOME allocation was not fully program; a balance of $187,946.05 will be programmed through a substantial amendment to HUD in Fall 2026.

2026 HOME Grant Allocation	$486,606.05
Less: Homebuyer Assistance Program Funds	($250,000.00)
Less: HOME Administration Funds	($48,660.00)
Total 2026 HOME Unprogrammed Funds	$187,946.05

Table 11 – 2026 HOME Unprogrammed Funds

Besides the federal funds, the City of Denton is also leveraging an additional $1,345,526.00 in local funds from the City of Denton General Funds for public services and homeless council initiatives. The list below provides the funding recommendation with General Funds for the 2026-27 program year.

Project Name and Information

Agency Name	Service Type	Funding Amount	Projected Goal
Children's Advocacy Center	Victim Services/Counseling	$50,000	84
Court Appointed Special Advocates	Family Resources	$40,000	200
Communities In Schools	Child Care/Education	$36,000	840
Cumberland Youth and Family Services	Family Resources	$25,000	44
Denton Christian Preschool, Inc.	Child Care/Education	$25,000	46
Denton County MHMR Center	Behavioral Health	$35,000	18
Giving Grace	Homeless Services	$36,000	12
Heart of the City	Food Security	$15,000	1,154
Our Daily Bread	Homelessness	$40,000	48
Opening Doors International Services, Inc.	Immigration Services	$16,000	100
Paisley Street Preschool	Childcare/Education	$15,500	55
PediPlace	Healthcare	$36,000	617
Refuge for Women	Victim Services	$30,644	12
The Salvation Army	Homeless/Food Security	$14,856	1,800
Total General Fund – Human Services Grant		**$415,000**	**5,030 persons**

Projects

#	Project Name
1	2026 Community Development Administration
2	2026 Denton Community Shelter
3	2026 Denton County Friends of the Family
4	2026 Health Services of North Texas
5	2026 Minor Repair Program
6	2026 Homebuyer Assistance Program
7	2026 Paisley Street Preschool
8	2026 PARD Summer Kids Camp
9	2026 The Salvation Army of Denton

Table 12 - 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 was 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 address 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**	2026 Community Development Administration
	Target Area	Denton City Limits
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: $228,192.00 HOME: $48,660.00
	Description	Program administration for the CDBG and HOME grants and include program planning, administering, operating, and monitoring associated with carrying out eligible activities. Program will be carried out by the Community Services Department.
	Target Date	9/30/2027
	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 601 E. Hickory St., Denton Texas 76205.
	Planned Activities	Funds will be used to cover the cost of planning, administering, operating, and monitoring the CDBG and HOME grants.
2	**Project Name**	2026 Denton Community Shelter
	Target Area	Denton City Limits
	Goals Supported	Public Facilities, Improvements and Infrastructure
	Needs Addressed	Public Facilities, Improvements and Infrastructure
	Funding	CDBG: $365,046.00
	Description	Project includes the repairs of shelter bathrooms; fixtures and countertops, HVAC, plumbing, floor, and ADA shower benches. Project will be carried out by Facilities Department using a bid-approved contractor for repairs.
	Target Date	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	1,878 low to moderate income people
	Location Description	Denton Community Shelter, 909 N. Loop 288, Denton, TX 76209
	Planned Activities	Funds will cover the cost for the shelter bathrooms; fixtures and countertops, HVAC, plumbing, floor, and ADA shower benches.
3	**Project Name**	2026 Denton County Friends of the Family
	Target Area	Denton City Limits
	Goals Supported	Making Homelessness Rare, Brief and Nonrecurring
	Needs Addressed	Making Homelessness Rare, Brief and Nonrecurring
	Funding	CDBG: $50,000.00
	Description	Project consists of providing a safe and trauma informed emergency shelter for survivors of domestic violence and sexual assault.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	178 Presumed Benefit Persons
	Location Description	Address is suppressed.
	Planned Activities	Funds will cover the cost of emergency night shelter stays.
4	**Project Name**	2026 Health Services of North Texas
	Target Area	Denton City Limits
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $60,000.00
	Description	Provides quality primary medical care for impoverished and uninsured/underinsured patients of all ages (including women's health and prenatal care).
	Target Date	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	240 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
5	**Project Name**	2026 Minor Repair Program
	Target Area	Denton City Limits
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: $403,822.28
	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 rehabilitation can be done. Program will be managed by the Community Services Department. CDBG funds include $25,057.82 in 2021 reallocated funds and $78,185.46 in 2024 reallocated funds.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	38 low and moderate-income households
	Location Description	This is a city-wide program. Applications are taken at the Community Development Division at 601 Hickory St., Denton Texas 76205
	Planned Activities	Funds will be used for rehabilitation costs for minor repairs.
6	**Project Name**	2026 Homebuyer Assistance Program
	Target Area	Denton City Limits
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: $50,000.00 HOME: $250,000.00

	Description	Project assists low to moderate income households with first time homebuyers' assistance that include closing costs, down payment assistance, and minor repairs to home, if necessary.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	10 households; 5 closing cost and down payment assistance and 5 with minor repairs
	Location Description	This is a city-wide program. Applications are taken at the Community Development Division at 601 Hickory St., Denton Texas 76205
	Planned Activities	HOME funds will cover closing costs and down payment assistance. CDBG funds will cover the cost for minor repairs to a home may be needed to pass inspection.
7	**Project Name**	2026 Paisley Street Preschool
	Target Area	Denton City Limits
	Goals Supported	Public Facilities, Improvements, and Infrastructure
	Needs Addressed	Public Facilities, Improvements, and Infrastructure
	Funding	CDBG: $30,000.00
	Description	Project includes window repairs of facility to improve energy and temperature control.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	78 low-to-moderate income individuals
	Location Description	1603 Paisley St. Denton, TX 76209
	Planned Activities	Funds will cover the cost of window replacements to improve the quality of facility and energy use.
8	**Project Name**	2026 PARD Summer Kids Camp
	Target Area	Denton City Limits
	Goals Supported	Public Services
	Needs Addressed	Public Services

	Funding	CDBG: $50,000.00
	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	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	33 low and moderate-income persons
	Location Description	Denia Recreation Center, MLK Recreation Center, and up to 6 school sites
	Planned Activities	Funds will cover the cost of camp scholarships.
9	**Project Name**	The Salvation Army of Denton
	Target Area	Denton City Limits
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $11,144.00
	Description	Project provides meals to shelter guests and community. Also includes household supplies for food pantry guests.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	1,800 low and moderate-income persons
	Location Description	1508 E. McKinney St. Denton, TX 76209
	Planned Activities	Funds will cover the cost of meals and partial salaries.

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 facilities 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 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 recommendations to City Council.

Geographic Distribution

Target Area	Percentage of Funds
Denton 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 thirty-eight (38) households in our Minor Repair Program and provide funding for the Homebuyer Assistance Program ten (10) households, the City's one-year goal is to assist forty-eight (48) households in 2026-27 Program Year with CDBG and HOME.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	48
Special-Needs	0
Total	48

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	0
Rehab of Existing Units	43
Acquisition of Existing Units	5
Total	48

Table 15 - One Year Goals for Affordable Housing by Support Type

Discussion

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.

As our community continues to grow, the City of Denton is committed to fostering **diverse housing options** and **opportunities for everyone in Denton**. City Council has prioritized fostering economic opportunity and affordability. As part of this effort, the City has prioritized supporting affordable housing as outlined in the Denton's Housing Plan (Affordable Housing Strategic Toolkit), as well as other strategic planning documents, such as the Consolidated Plan for Housing and Community Development and Denton 2040 Plan.

City Council adopted Denton's Housing Plan on February 15, 2022). The plan outlines five recommended strategies with targeted activities to deliver housing interventions.

The City has recently implemented the following strategies to address housing affordability:

- Passed a "Missing Middle Housing' Amendment to the Denton Development Code, making Townhomes and Accessory Dwelling Units easier to build within City limits.
- Implemented and refined a zoning-based affordability incentive program.
- Revised the Housing Tax Credit Request for Resolution policy to prioritize homes that are Affordable for Denton, meaning below our naturally occurring market rate.

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

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 2026-27 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 to reach and assess individuals living unsheltered on the streets and in encampments. Fund a Stability Case Worker with General Funds to support engagement and case management for unhoused individuals. 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 the Denton Community Shelter, operated by Our Daily Bread with General Funds. 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 Giving Grace for Tenant Based Rental Assistance (“TBRA”) and supportive services with HOME and HOME-ARP Grants. Fund Interfaith – Utility Assistance with General Funds. Fund United Way Homeless Initiatives and Barriers Fund with General Funds, including the Housing Crisis Response System: Coordinated Entry (CE) and 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 including Housing Crisis Response System: Coordinated Entry (CE)and Housing Priority List (HPL). The City collaborates with the 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 including the Housing Crisis Response System: Coordinated Entry (CE) and the Housing Priority List (HPL). Collaboration with TX Balance of State Continuum of Care (CoC) and Housing Crisis Response System including 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 including the Housing Crisis Response System: Coordinated Entry (CE) and the Housing Priority List (HPL), and fund Transitional Shelter.
- **Facilitating Access.** Fund United Way Homeless Initiatives and Barriers Fund with General Funds including the Housing Crisis Response System: Coordinated Entry (CE), the Housing Crisis Response System: Homeless Information Management System (HMIS), the Housing Crisis Response System: Housing Priority List (HPL), and the 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. Including the Housing Crisis Response System: Coordinated Entry (CE) and the 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 coordinated approach to addressing homelessness by identifying individuals in need, preventing homelessness, and quickly connecting people with housing and necessary services. While the 2026 Action Plan for HUD focuses on CDBG and HOME funds, the City also invests general fund resources to enhance the HCRS, aiming to make homelessness rare, brief, and nonrecurring. All resource sources are detailed above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

This section describes the activities planned during the 2026-27 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, neighborhood, education, food security, community, safety and social healthcare system 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 service providers who support the creation of new housing and preservation of existing affordable housing, the revitalization of low-income neighborhoods, and encourage homeownership for low and moderate-income homeowners.
- 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 in support of the Denton Affordable Housing Strategic Toolkit's
- 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 support 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 2026-27 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 2026-27 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, and 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 2026-27 program year, the City actions will be:

1. Affordable housing assistance programs: Allocate CDBG and HOME funding to implement or provide grants for Preserving Affordable housing through Repair, Renovation and Rental Rehabilitation projects. Allocate General Funds to the Development Fee Grant to projects in support of the creation of Affordable Housing units. Allocate funding for utility assistance programs that increase Housing Stability and Prevent Homelessness (See also: AP-65): Allocate General funding for Public Services Grants for rental assistance increase Housing Stability and Prevent Homelessness. 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 2026-27 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 2026-27 program year. The City is part of a strong team of service providers who are working to improve services.

Discussion:

While the 2026 Action Plan submitted to HUD may only include 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
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

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 agreement with the City, detailing the affordability period and recapture provisions based on any HOME subsidy provided. If a homebuyer sells the property during the affordability period, a portion of the net sales proceeds must be returned to the City of Denton. The amount subject to recapture decreases over time based on how long the homebuyer has resided in the home.

   Repayment is capped at the subsidy given for closing costs and is limited to the net proceeds from the sale, which includes the sales price minus the first lien and seller-paid closing costs, and covers brokers' commissions, reasonable attorney fees, and any applicable transfer or recording fees. All homebuyers sign a HOME agreement with the City, detailing the affordability period and recapture provisions based on any HOME subsidy provided. If a homebuyer sells the property during the affordability period, a portion of the net sales proceeds must be returned to the City of Denton. The amount subject to recapture decreases over time based on how long the homebuyer has resided in the home.

   In cases of a sale, short sale, or foreclosure, the recaptured amount is limited to the available net sales proceeds. If there aren't sufficient funds, the City may recapture less than the total due. Recapture mechanisms are documented with a promissory note and deed of trust that specify the affordability period.

   Repayment is capped at the subsidy given for closing costs and is limited to the net proceeds from the sale, which includes the sales price minus the first lien and seller-paid closing costs, and covers brokers' commissions, reasonable attorney fees, and any applicable transfer or recording fees.

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. 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 2026 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 2026 HOME funds for TBRA activities.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Public Hearing: 2026 Action Plan for Housing and Community Development

Jesse Kent
Director of Community Services

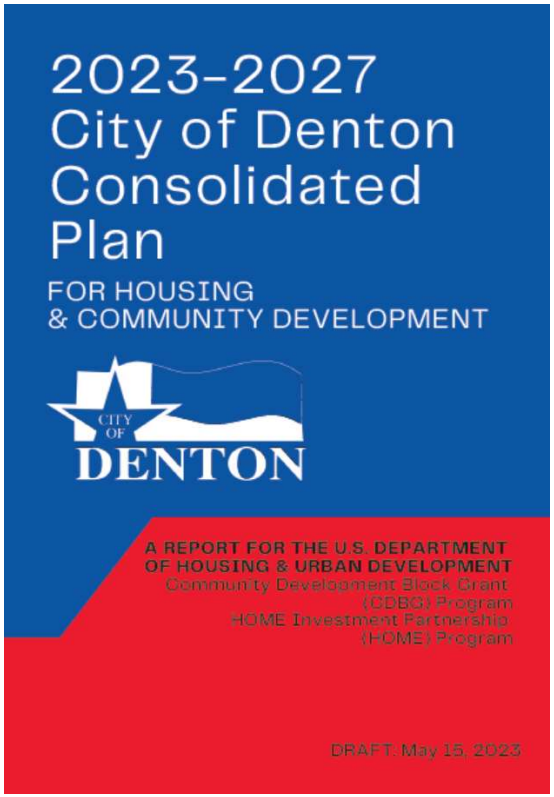
June 16, 2026

ID 26-0906



FEDERAL ANNUAL GRANT FUNDING

- City receives annual federal funding allocations for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs
- Required by U.S. Dept. of Housing and Urban Development (HUD) to complete 5-year Consolidated Plan for Housing and Community Development, and annual Action Plan
- Currently operating under the 2023-2027 Consolidated Plan and proposing activities for the 2026 Action Plan for Housing and Community Development
- The city is required to consult the community and solicit citizen comment when developing these annual plans.



2026/27 COMMUNITY DEVELOPMENT GRANT PROGRAM FUNDING APPLICATIONS

- Community Development Grant Program administered annually through the Community Services Department.
- Program provides local (General Fund) and federal (CDBG and HOME) funds for human services, housing, and public facility projects.
- Community Services Advisory Committee (CSAC) reviews applications and makes funding recommendations to City Council.
- CSAC reviewed applications and finalized funding recommendations to City Council May 8, 2026

FUNDING SOURCE	AMOUNT
Community Development Block Grant	$1,020,012.28
HOME Investment Partnership Grant	$437,946.05
General Funds	$415,000
Total Funds Available	$1,872,958.33

2026 CSAC RECOMMENDATIONS

Organization	Type	Funding Source	Amount
Children's Advocacy Center	Human Services	General Funds	$50,000
Communities in Schools	Human Services	General Funds	$36,000
Court Appointed Special Advocates of Denton Co.	Human Services	General Funds	$40,000
Cumberland Youth & Family	Human Services	General Funds	$25,000
Denton Christian Preschool	Human Services	General Funds	$25,000
Denton County Friends of the Family	Human Services	CDBG	$50,000
Denton County MHMR	Human Services	General Funds	$35,000
Giving Grace	Human Services	General Funds	$36,000
Health Services of North Texas	Human Services	CDBG	$60,000
Heart of the City	Human Services	General Funds	$15,000
Opening Doors International Services, Inc.	Human Services	General Funds	$16,000
Our Daily Bread	Human Services	General Funds	$40,000
Paisley Street Preschool	Human Services	General Funds	$15,500
PARD Summer Camp	Human Services	CDBG	$50,000
PediPlace	Human Services	General Funds	$36,000
Refuge for Women	Human Services	General Funds	$30,644
The Salvation Army	Human Services	CDBG	$26,000

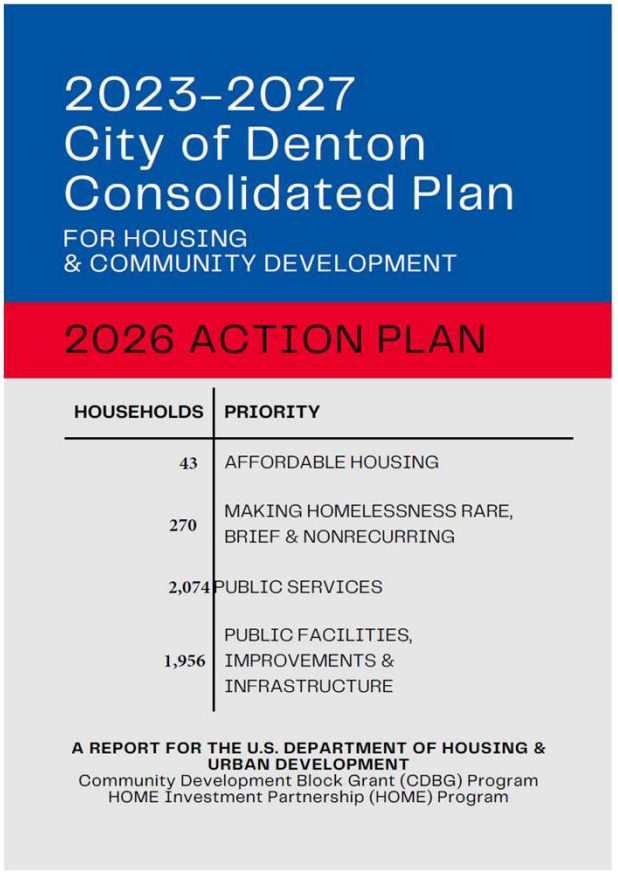
2026 CSAC RECOMMENDATIONS

Organization	Type	Funding Source	Amount
Homebuyer Assistance Program	Housing	CDBG/HOME	$300,000
Minor Repair Program	Housing	CDBG	$403,822
Denton Community Shelter	Public Facility	CDBG	$365,046
Paisley Street Preschool	Public Facility	CDBG	$30,000
TOTAL CSAC RECOMMENDATIONS			**$1,685,012**
TOTAL HOME UNALLOCATED FUNDS			**$187,946**

PUBLIC COMMENT PERIOD

Comments on the 2026 Action Plan can be made from May 25 to June 23 by:

- **PUBLIC HEARING** – Today
- **MAIL** – 601 E. Hickory St., Suite 115, 76205
- **PHONE** – (940) 349-7726
- **FAX** – (940) 349-7753
- **EMAIL** CommunityDevelopment@cityofdenton.com



City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: **Economic Development**

ACM: **Christine Taylor**

DATE: **June 16, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton establishing a Main Street Advisory Board to advise the city council on matters relating to the City of Denton Main Street Program including downtown revitalization, economic development, design improvements, promotion strategies, and preservation efforts; providing for its purpose, powers, and duties; and providing an effective date.

BACKGROUND

Since 1990, the City of Denton has administered a Downtown Development Program using the National Main Street methodology in conjunction with the Texas Historical Commission. The Program emphasizes downtown economic revitalization through preservation and rehabilitation of historic buildings in order to provide the necessary image for the downtown area and serve as a unifying factor to encourage area merchants and building owners to reinvest in downtown.

DISCUSSION:

The City has continually maintained the contract with the Texas Main Street Program under the Texas Historical Commission. From 2019 through May 2023, administration of the Main Street Manager position, known within the Denton Main Street Association as the Executive Director, operated under a 501(c)(6) organization. In 2023, in anticipation of the Design Downtown Plan and to better align program implementation with City-led Downtown initiatives, the decision was made to transition the Main Street Manager position back under the City's administration. As the program transitions back to the City, the Denton Main Street Board must also transition to operate under the City's oversight to ensure alignment with Texas Main Street Program requirements and City governance practices.

The Denton Main Street Advisory Board will meet quarterly and consist of seven (7) voting members and two (2) non-voting ex-officio members who are appointed by City Council.

Members of the board shall consist of the following:

(1) Historic Preservation or HLC Representative
(2) Greater Denton Arts Council Executive Director (GDAC)
(3) Downtown Denton Foundation Leadership/Staff
(4) Main Street District Property Owner
(5) Main Street District Business Owner
(6) Main Street District Business Owner
(7) Hospitality and Tourism Representative

Ex-Officios:

(1) Denton County Representative
(2) University Representative

Board members will serve a term of two years and serve no more than three (3) consecutive terms. The Board will comply with all applicable policies and procedures, outlined in the City of Denton Handbook for Boards, Commissions, and Council Committees (the "Handbook"), including but not limited to requirements regarding ethics, conflicts of interest and the Texas Opening Meetings Act.

The Main Street Service area for the board shall be the Main Street District, defined as: the collective body comprised of all business and governmental entities and individuals that own or lease real property, maintain a place of business, or that reside within the geographical boundaries set forth herein; or the physical area as defined by the boundaries set forth herein. The Main Street District shall constitute all of that area within the City of Denton, Denton County, Texas bounded by the line commencing at Quakertown Park on North Bell Avenue, thence west on Withers Street to Oakland Street, thence Northwesterly along Oakland Street to North Locust Street, thence North on North Locust Street to West University Drive, thence West on West University Drive to Carroll Boulevard, thence South on Carroll Boulevard to Eagle Drive, thence East on Eagle Drive to the T.P. & M.K.T. Railroad, thence Northeasterly along the T.P. & M.K.T. Railroad, to Sycamore Street, thence East to Exposition Street, thence North to McKinney Street, to Bell Place, thence North on Bell Place to North Bell Avenue.

The future objectives of the Main Street Program focus on strengthening downtown through expanded small business programming and outreach, advancing historic preservation efforts, and continuing placemaking initiatives that enhance the vibrancy and appeal of the district. Key priorities include administering the TIRZ #1 Downtown Reinvestment Grant Program to support revitalization projects, and pursuing catalyst economic development initiatives that attract investment and contribute to long-term economic growth. The program will also emphasize cross-departmental collaboration by serving as a liaison to ensure transparent communication, coordinated planning, and unified execution of the Design Downtown Plan's goals. Additionally, the program will manage and uphold national accreditation standards through the Main Street Community Accreditation process, ensuring continued excellence and alignment with best practices.

PRIOR ACTION/REVIEW:

On Friday, April 10, an Informal Staff Report was provided to the Mayor and City Council outlining the responsibilities of the Participant, the City, and the Local Program under the Texas Main Street Program. This transition is necessary to ensure the Main Street Advisory Board is formally placed under the City, as required by the program structure.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance
Exhibit 3 – Presentation

Respectfully submitted:
Kristen Pulido
Main Street Program Manager
Office of Economic Development

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF DENTON ESTABLISHING A MAIN STREET ADVISORY BOARD TO ADVISE THE CITY COUNCIL ON MATTERS RELATING TO THE CITY OF DENTON MAIN STREET PROGRAM INCLUDING DOWNTOWN REVITALIZATION, ECONOMIC DEVELOPMENT, DESIGN IMPROVEMENTS, PROMOTION STRATEGIES, AND PRESERVATION EFFORTS; PROVIDING FOR ITS PURPOSE, POWERS, AND DUTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, since 1990, the City of Denton (City) has administered a Downtown Development Program ("Program"), using the National Main Street methodology, in conjunction with the Texas Historical Commission ("THC"); and

WHEREAS, the City maintains an agreement with the THC pursuant to which the City participates as an official "Texas Main Street City", which agreement requires that the City establish and maintain a Main Street local advisory board to "direct priorities of the program, provide human and fiscal support to program planning and activities, and advocate for the livelihood of the Local Program"; and

WHEREAS, the Program is guided by the Four Point Main Street Approach, a nationally recognized framework that integrates Organization, Economic Vitality, Design, and Promotion to build a comprehensive and sustainable strategy for downtown revitalization, ensuring coordinated efforts that enhance the economic, cultural, and historic vitality of Denton's downtown district; and

WHEREAS, the Program emphasizes downtown economic revitalization through preservation and rehabilitation of historic buildings in order to provide the necessary image for the downtown area and serve as a unifying factor to encourage area merchants and building owners to reinvest in downtown; and

WHEREAS, the City seeks to formalize the structure and appointment process for the Denton Main Street Advisory Board in order to ensure a diverse and knowledgeable membership, improve administrative efficiency, and support timely appointments and reappointments; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations which are set forth above in this Ordinance are found to be true and are expressly incorporated by reference as if fully stated below in this Ordinance.

SECTION 2. There is hereby created The Denton Main Street Advisory Board (the "Board") to provide guidance, insight, and community-based recommendations to support the mission of the City of Denton's Main Street Program. The board shall advise on issues related to Downtown revitalization, Economic Development, Design Improvements, Promotion

Strategies, and Preservation efforts.

SECTION 3. Service Area

(a) The geographic focus of the Board shall be the Main Street District, defined as:

(1) The collective body comprised of all business and governmental entities and individuals that own or lease real property, maintain a place of business, or that reside within the geographical boundaries set forth herein; or

(2) The physical area as defined by the boundaries set forth herein.
Geographical boundaries of the Main Street District: The Main Street District shall constitute all of that area within the City of Denton, Denton County, Texas bounded by the line commencing at Quakertown Park on North Bell Avenue, thence west on Withers Street to Oakland Street, thence Northwesterly along Oakland Street to North Locust Street, thence North on North Locust Street to West University Drive, thence West on West University Drive to Carroll Boulevard, thence South on Carroll Boulevard to Eagle Drive, thence East on Eagle Drive to the T.P. & M.K.T. Railroad, thence Northeasterly along the T.P. & M.K.T. Railroad, to Sycamore Street, thence East to Exposition Street, thence North to McKinney Street, to Bell Place, thence North on Bell Place to North Bell Avenue. The organizations, activities and programs shall primarily serve this area, as illustrated in Appendix A.

SECTION 4. Membership and tenure

(a) The Board shall serve solely in an advisory or capacity and exercise only those powers, advisory in nature, that are granted to it by ordinance or delegated by the City Council. The Board will comply with all applicable policies and procedures outlined in the City of Denton Handbook for Boards, Commissions, and Council Committees (the "Handbook"), including but not limited to requirements regarding ethics, conflicts of interest, and the Texas Open Meetings Act.

(b) The Board shall consist of seven (7) voting members and two (2) non-voting ex-officio members who are appointed by the City Council. Membership of the Board shall consist of the following:
(1) Historic Preservation or HLC Representative
(2) Greater Denton Arts Council Executive Director (GDAC)
(3) Downtown Denton Foundation Leadership/Staff
(4) Main Street District Property Owner
(5) Main Street District Business Owner
(6) Main Street District Business Owner

(7) Hospitality and Tourism Representative
(8) Ex-Officios
    a. Denton County Representative
    b. University Representative

(c) The terms of the board members shall be two-year terms. A board member may serve no more than three consecutive terms. At the first meeting, the board members will draw lots to establish the staggering of terms with three of the board members serving an initial term of one year. The City Council shall designate a member of the board to serve as the chairman of the board, and the board shall elect from its members a vice chairman and other officers as it sees fit.

(d) Any Board member may be removed from office by the City Council for cause deemed by the City Council as sufficient for their removal in the interest of the public.

(e) In the event of the vacancy caused by resignation, death, or removal for any reason, of a Board member, the City Council may fill that vacancy at its discretion. The term of a Board member appointed to fill a vacancy shall be for the remainder of the unexpired term for the vacant seat. The completion of an unexpired term of less than one (1) year shall not count as a term for the purpose of calculating a Board member's term limit.

SECTION 5. Regular and Special Meetings.

Regular and special meetings of the Board shall be held at such times and places in the City of Denton as determined by the Board. The Board shall meet at least quarterly, with additional meetings scheduled as necessary to conduct Board business. Notice of all regular and special meetings of the Board and its committees shall be posted in accordance with Chapter 551 of the Texas Government Code (Texas Open Meetings Act). At least one annual meeting shall be held each year, to occur in either December or at another time specified by the Board based on the applicable fiscal or City calendar.

SECTION 6. Quorum.

A majority of the nine (7) voting members, being four (4) members, shall constitute a quorum for conducting business at a meeting of the Board. The action of a majority of the members present at a meeting at which quorum is established shall constitute the action of the Board, unless a greater number is required by law.

SECTION 7. Conduct of Business.

(a) At meetings of the Board, matters related to the purpose of the Main Street Program shall be considered in the order determined from time to time by the Board.

(b) At all meetings of the Board, the Chair shall preside. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair.

(c) The Secretary of the Board shall keep the minutes of all meetings of the Board in books provided for the purpose, he/she shall have charge of such books, records, documents, and instruments as the Board may direct, all of which shall at all reasonable times be open to inspection, and he/she shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board. In the absence of the Secretary, the presiding officer may appoint another individual to act as secretary for that meeting. The function of Secretary may be performed by City Staff.

(d) Within five (5) days following each regular, special, or emergency meeting, a copy of the approved minutes shall be submitted to the City Secretary's Office.

SECTION 8. Powers and Duties of the Chair.

The Chair shall be a member of the Board and shall preside at all meetings of the Board.

SECTION 9. Vice Chair.

The Vice Chair shall be a member of the Board and shall exercise the powers of the Chair during that officer's absence or inability to act. Any action taken by the vice chair in the performance of the duties of the Chair shall be conclusive evidence of the absence or inability to act of the Chair at the time such action was taken.

SECTION 10. Secretary.

(e) The secretary shall keep the minutes of all meetings of the Board in books provided for purpose, they shall have charge of such books, records, documents, and instruments, all of which shall at all reasonable times be open to inspection, and they shall in general perform all duties incident to the office of secretary subject to the control of the City Council. The function of Secretary shall be performed by City Staff to ensure records are maintained in accordance with the requirements of the City Secretary's Office.

SECTION 11. Ex-Officio.

Ex-Officio members serve on the Board in a non-voting capacity to provide guidance, expertise, and continuity between the Main Street Program and key partner agencies or institutions. Ex-Officios shall not have voting rights and shall not be counted toward quorum. However, they are encouraged to attend board meetings, participate in discussions, and serve on committees as appropriate.

SECTION 12. Resignations.

A Board member may resign at any time. Such resignation shall be made in writing and shall take effect immediately, pursuant to the Handbook.

SECTION 13. The sections, paragraphs, sentences, clauses, and phrases of this ordinance are

severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinances shall be declared unconstitutional or invalid by the judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance.

SECTION 14. Any matters not addressed by this ordinance shall be governed by the Code of Ordinances of the City of Denton (the "Code") and the Handbook. The terms of this ordinance shall control over conflicting provisions of the Code and the Handbook.

SECTION 15. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [__- _]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Scott Bray
Scott Bray
Deputy City Attorney

Appendix A



Purple Boundary: Design Downtown Plan
Orange Boundary: Current Main Street Boundary

DENTON MAIN STREET ADVISORY BOARD CREATION

Brittany Sotelo
Economic Development Manager
Office of Economic Development

ID26-0317; June 16, 2026

Main Street Overview

- Since 1990, the City of Denton has administered and maintained a Downtown Development Program through a contract with the Texas Main Street Program under the Texas Historical Commission.

- The program focuses on Downtown economic revitalization through preservation and rehabilitation of historic buildings to provide the necessary image for the Downtown area and serve as a unifying factor to encourage area merchants and building owners to reinvest in Downtown.

Four Point Approach



History

- From 2019-2023, the City of Denton contracted with the Denton Main Street Association (DMSA) 501(c)(6) to manage Main Street Programming and employ a full-time Main Street Manager through an annual $100,000 contract.

- In 2023, in anticipation of the Design Downtown Plan and to better align program implementation with City-led Downtown initiatives, the decision was made to transition the Main Street Manager Program Manager position back under City's administration by both the association board and city leadership.

- In 2026, the DMSA 501(c)(6) was acquired by the Downtown Denton Foundation, and programming duties were split amongst the Office of Economic Development and the Foundation.

- Per the Texas Main Street contract, the Denton Main Street Board must operate under the City's oversight to ensure the Texas Main Street Program requirements and City governance practices are achieved.

DENTON MAIN STREET ADVISORY BOARD

- The Board will meet quarterly and consist of 7 voting members and 2 non-voting ex-officio members who are appointed by City Council.
- Members of the board shall consist of the following:
  1. Historic Preservation or HLC Representative
  2. Greater Denton Arts Council Executive Director (GDAC)
  3. Downtown Denton Foundation Leadership/Staff
  4. Main Street District Property Owner
  5. Main Street District Business Owner
  6. Main Street District Business Owner
  7. Hospitality and Tourism Representative
  8. Ex-Officios
     a) Denton Country Representative
     b) University Representative

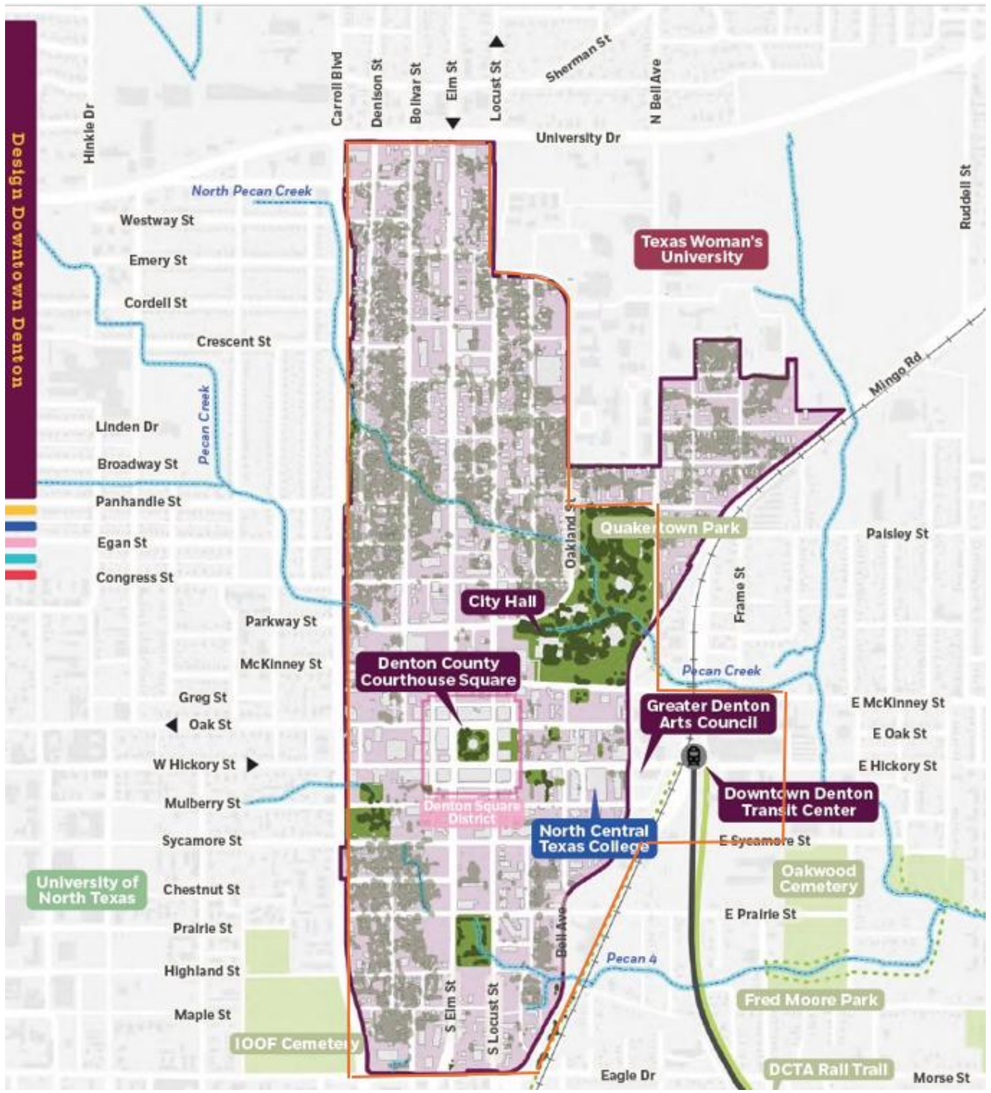
Term

- Board members will serve a term of two-years and serve no more than three consecutive terms.

- The Board will comply with all applicable policies and procedures outlined in the City of Denton Handbook for Boards, Commissions, and Council Committees (the “Handbook”), including but not limited to requirements regarding ethics, conflicts of interest and the Texas Opening Meetings Act.

MAIN STREET SERVICE AREA

- The collective body comprised of all business and governmental entities and individuals that own or lease real property, maintain a place of business, or that reside within the geographical boundaries set forth herein; OR
- The physical area as defined by the boundaries set forth herein.



*Purple: Design Downtown Boundary
*Orange: Current Main Streeet Boundary

Future Main Street Objectives

- Small Business Programming and Outreach
- Historic Preservation Efforts
- Placemaking Implementation
- TIRZ #1 Downtown Reinvestment Grant Program
- Catalyst Economic Development Initiatives
- Collaboration with city departments by serving as a liason to ensure transparent communication, coordinated planning, and unified execution of the Design Downtown Plan's goals.

RECOMMENDATION

- Consider adoption of an ordinance of the City of Denton establishing a Main Street Advisory Board to advise the City Council on matters relating to the City of Denton Main Street Program including downtown revitalization, economic development, design improvements, promotion strategies, and preservation efforts; providing for its purpose, powers, and duties; and providing an effective date.

Questions?

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

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 Carollo Engineers, Inc., for engineering services for Clear Creek Water Reclamation Plant for the Water Utilities Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8213-019 - Professional Services Agreement for engineering services awarded to Carollo Engineers, Inc., in the not-to-exceed amount of $45,528,839.00). The Public Utilities Board recommends approval (5 - 0).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The City of Denton is experiencing significant development in the Clear Creek Basin, situated north of Loop 288, which is creating increased demand for additional wastewater collection and treatment infrastructure in the area. The City's 2023 Wastewater Master Plan highlights two major projects to meet this demand: the Clear Creek Sewer Interceptor and the Clear Creek Water Reclamation Plant (CCWRP). The design of the sewer interceptor is being completed under a separate contract.

Planning for a wastewater facility at this location has been underway for several decades. In 1998, the City completed the Wastewater Treatment Planning Report, which detailed a future need for a treatment solution within the basin. The property intended for the CCWRP was purchased by the Water Department in 2000. In 2002, a Preliminary Design Report was completed for a 0.95-million-gallon-per-day (MGD) facility, which supported the issuance of a partial discharge permit by the Texas Commission on Environmental Quality (TCEQ). By 2003, design efforts had reached approximately 85 percent completion before being paused due to changes in development patterns. In 2025, the site received a full TCEQ discharge permit authorizing a treatment capacity of 10 million gallons per day (MGD).

The CCWRP will be located on City-owned property along Hartlee Field Road and is currently permitted for both lift station and treatment use. As the initial phase of this project, a lift station and force main will be constructed to convey upstream flows to the existing downstream conveyance system, and this facility will ultimately serve as the headworks for the CCWRP.

Design consultants will focus on the Water Reclamation Plant, which will be delivered using the Construction Manager at Risk (CMAR) method. The facility is estimated to cost $455,000,000 to construct.

To refine this estimate, an Engineer's Opinion of Probable Construction Cost (OPCC) will be provided as part of the Preliminary Design Report (PDR) portion of this contract. The anticipated project timeline for design is May 2026 through December 2028, followed by construction from December 2028 through December 2032.

This scope includes design and construction services for an advanced water reclamation plant with headworks that incorporate:

- **Headworks Systems** - High-efficiency screening and grit removal to protect downstream processes.
- **Biological Nutrient Removal (BNR)** - Full Biological Nutrient Removal process for enhanced nutrient reduction.
- **Membrane Bioreactor (MBR) Treatment** - Membrane Bioreactor treatment system producing high-clarity, highly treated effluent.
- **Odor Control Systems** - Integrated odor-mitigation systems to reduce operational and community impacts.
- **Ultraviolet (UV) Disinfection** - Ultraviolet disinfection for final pathogen removal.
- **Effluent Quality Standards** - Final water meets or exceeds standards for reuse, environmental discharge, and livestock consumption.
- **Architectural Facility Components** - Building and structural elements supporting the reclamation facility.

To ensure the facility maintains a positive relationship with neighboring properties, the design will incorporate comprehensive odor-control systems and evaluate sound levels to determine whether noise-attenuation measures are necessary to minimize impacts on surrounding properties. The project scope also includes coordination to minimize impact on the existing mountain bike trail through stakeholder outreach and specialized trail design.

Key Data Summary for Reference

Category	Detail
Total Estimated Cost	$455,000,000
Design Phase	May 2026 – December 2028
Construction Services Phase	December 2028 – December 2032
Site History	Purchased Jan 2000; Permitted 2002
TCEQ Discharge Permit	10 MGD Discharge (Received 2025)
Technology	MBR + UV (Pathogen-free/High-quality effluent)

The Water Utility Department is utilizing the approved RFQ 8213 Pre-Qualified List for Professional Engineering Services specializing in Water & Wastewater Infrastructure. The six pre-qualified firms for the project included: Carollo Engineers, Inc., Kimley-Horn and Associates, Inc., Freese and Nichols, Inc., RPS Infrastructure, Inc., Black & Veach Corporation, and CP&Y, Inc. Statement of qualification of the pre-qualified firms for the Water & Wastewater Infrastructure category were re-evaluated based on criteria including overall experience and qualification of the firm, past performance and relevant experience on similar projects, availability and experience of the proposed staff members. In-person interviews were conducted with the top three firms, with a six-member panel of three wastewater personnel, two water utility project managers, and one procurement representative. Based upon this evaluation, Carollo Engineers, Inc. ranked highest for its extensive experience in wastewater treatment and its recognized leadership in reuse projects, backed by decades of delivering reliable, high-performing treatment solutions. Their proven expertise and strong record with facilities of similar scope make them the clear choice for this effort.

Request for Qualifications for an engineering services list for various water and wastewater utilities projects for the Water Utilities Department was solicited using the City's formal solicitation process. City Council approved a pre-qualified list of professional service firms on March 5, 2024 (Ordinance 24-390).

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 5, 2024, City Council approved RFQ 8213 for a prequalified list of firms for engineering services for various water and wastewater utilities projects for the Water Utilities Department (Ordinance 24-390).

On June 8, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award a contract with Carollo Engineers, Inc., for engineering services at Clear Creek Water Reclamation Plant for the Water Utilities Department, in the not-to-exceed amount of $45,528,839.

PRINCIPAL PLACE OF BUSINESS

Carollo Engineers, Inc.
Dallas, TX

SUSTAINABILITY MEASURES

The contract will help the City of Denton with the full engineering design and easement acquisition necessary to permit the city to begin construction of the Clear Creek Water Reclamation Plant project. The new additional infrastructure will increase wastewater capacity in the Clear Creek Basin. The facilities are essential to the safe treatment and discharge of effluent to the sensitive receiving streams.

ESTIMATED SCHEDULE OF PROJECT

The Clear Creek Water Reclamation Plant project will begin design in June 2026. The Construction plans are anticipated to be completed in 2031.

FISCAL INFORMATION

These services will be funded from the bond of the 5-year Capital Improvement Program, account 640047545.1360.21100. Requisition #174446 has been entered into the Purchasing software system in the amount of $2,500,000.00 for fiscal year 2026. The remaining amount of $1,567,722 for the FY26 spend will utilize planned debt issuance. The remaining amount will be budgeted in future fiscal years to align with the contract terms and expenditures.

Fiscal Year	Estimated cash flow	
2025-2026	$4,067,722	Fiscal Year 2026
2026-2027	$12,457,778	Fiscal Year 2027
2027-2028	$13,548,493	Fiscal Year 2028
2028-2029	$8,688,206	Fiscal Year 2029
2029-2030	$6,766,640	Fiscal Year 2030

The Utility Extendable Commercial Paper program is being used as an appropriation authority for this contract.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Presentation
Exhibit 3: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: David Brown, 940-349-8030.

Legal point of contact: Leah Bush at 940-349-8333.

Clear Creek Water Reclamation Plant Design Contract

City Council– 26-0664 – June 16, 2026

Background

- Accelerated development of Clear Creek Basin
- Goal of regionalization
- 2023 Wastewater Master Plan
  - Clear Creek Sewer Interceptor
  - Clear Creek Water Reclamation Plant (CCWRP)

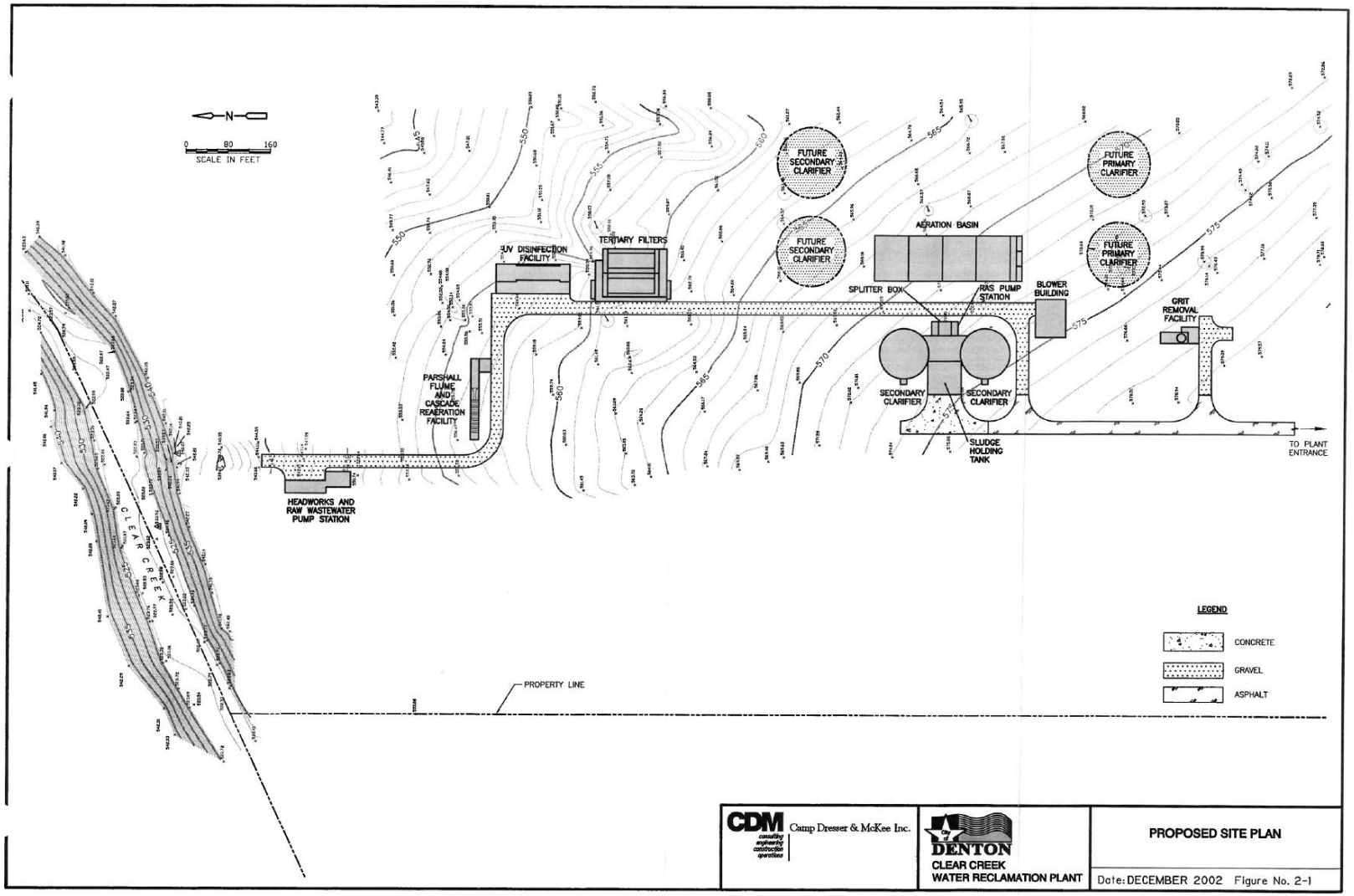


Project Location



Site Timeline

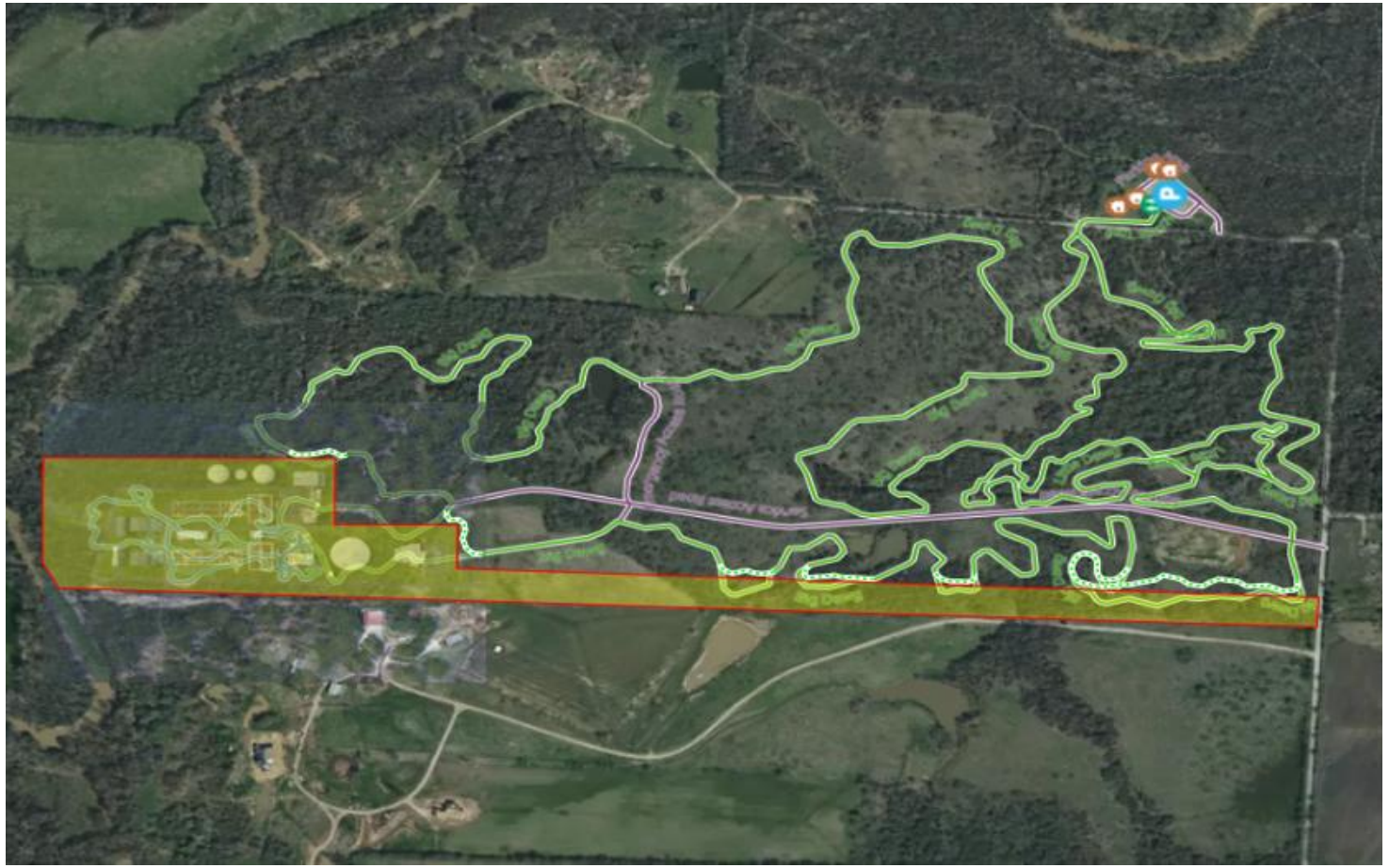
- 1998: Wastewater Treatment Planning Report
- 2000: Property Purchased
- 2002: Preliminary Design Report, 0.95 MGD – Partial Texas Commission on Environmental Quality (TCEQ) Discharge Permit
- 2003: Design reaches 85%, paused due to development
- 2025: 10 MGD – Full TCEQ Discharge Permit



Project Scope

- Design and construction phase services for an advanced water reclamation plant that incorporates:
  - High-efficiency screening and grit removal (Lift Station / Headworks)
  - Biological Nutrient Removal (BNR)
  - Membrane Bioreactor (MBR)
  - Odor Control System
  - Ultraviolet Disinfection (UV)
  - Architectural Components (Operations Building)
- Estimated Construction Cost: $455 million
- Timelines
  - Design Services: Q2 2026 – Q4 2028
  - Construction Services: Q4 2028 – Q4 2032

Minimizing Impact



- Create safe site access and fencing at trail interactions.
- Maintain fence and access control for safety and security.
- Impacted trail re-routing will be required.
- Add educational elements to the site for water, wastewater, and reuse.

Selection Process and Funding

- Six (6) Firms Evaluated from RFQ 8213 Prequalified List
- Carollo Engineering Selected
- Design Contract amount: $45,528,839 (10% of Estimated Construction Cost)
- Priced to include all Construction Manager at Risk (CMAR) coordination
  - 4-year base contract
  - 2-year Special Services
- Funding Breakdown:
  - Traditional Debt: up to 51%
  - Water Infrastructure Finance Innovation Act (WIFIA), In Progress: up to 49%
  - Texas Water Development Board Clean Water State Revolving Fund (TWDB-CWSRF), In Progress: up to $400 million ($60 mil/year)

Staff Recommendation

Staff recommends the adoption of a Professional Services Contract between the City of Denton and Carollo Engineers for design and construction phase services for the Clear Creek Water Reclamation Plant, not to exceed the amount of $45,528,839.

Questions?



CITY OF DENTON

City Council– 26-0664 – June 16, 2026

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR ENGINEERING SERVICES FOR CLEAR CREEK WATER RECLAMATION PLANT FOR THE WATER UTILITIES DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8213-019 – PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES AWARDED TO CAROLLO ENGINEERS, INC., IN THE NOT-TO-EXCEED AMOUNT OF $45,528,839.00).

WHEREAS, on March 5, 2024, the City Council approved a pre-qualified engineer list for the Water and Wastewater Utilities Department (Ordinance 24-390), and the professional services provider (the "Provider") mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City's governmental function [Water and sewer service]; and

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Carollo Engineers, Inc., for engineering services for Clear Creek Water Reclamation Plant for the Water Utilities Department, a copy of which is attached hereto and incorporated by reference herein.

SECTION 2. The City Manager, or their designee, is authorized to expend funds as required by the attached contract.

SECTION 3. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

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Docusign City Council Transmittal Coversheet

PSA	8213-019
File Name	Clear Creek Water Reclamation Plant PSA
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

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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 Carollo Engineers, Inc., with its corporate office at 14755 Preston Road, Suite 500, Dallas, Texas 75254 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Clear Creek Lift Station and Clear Creek Water Reclamation Plant Design (the "PROJECT").

SECTION 1
Scope of Services

A. The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.

B. Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2
Compensation and Term of Agreement

A. The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed $45,528,839.00 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

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A. Invoice and Payment

(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.

(2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.

(3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.

(4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

(5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4
Obligations of the Engineer

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

(1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

(1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

(2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the

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PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

(3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

(1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.

(2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

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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.

J. INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of Attachment **C** which is attached hereto and made a part of this Agreement as if written word for word herein.

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K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on

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the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

(2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5
Obligations of the City

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment A.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

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F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

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(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6
General Legal Provisions

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER’s performance of its obligations hereunder.

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D. Termination

(1) This AGREEMENT may be terminated:

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL

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TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES**.

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform

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such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements

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under this provision will be considered a material breach.

O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

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R. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

S. Warranties and Damages

The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the CITY or any third party arising out of breach of contract, delay, termination, or for any other reason whatsoever. Additionally, The ENGINEER shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the ENGINEER's subconsultants, that impact project completion and/or success.

T. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

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Attachment A - Scope of Services
Attachment B - Compensation
Attachment C - Insurance

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

Duly executed by each party's designated representative to be effective on _____.

BY:
ENGINEER
Carollo Engineers, Inc.

Signed by:
E653D45A53684D3...
Authorized Agent, Vice President

Full Name: Troy Laman

Signed by:
Meera Victor
E8F3D3BE4E8343C...
Authorized Agent, Senior Vice President

Full Name: Meera Victor

2026-1425731

TEXAS ETHICS
COMMISSION CERTIFICATE
NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Deputy City
Manager

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ATTEST:

INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY

BY: Signed by: Leah Bush 3A6254145BDA460... _____

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

Signed by: Stephen D Gay FEB48BB9726E4A9...
_____
SIGNATURE

General Manager
_____
TITLE

Water Utilities and Street Operations
_____
DEPARTMENT

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100 East 15th Street, Suite 540
Fort Worth, Texas 76102
P 817-882-0528
carollo.com

January 8, 2026

Jason Donnell
City of Denton
901 Texas St. #A
Denton, TX 76209

Subject: Clear Creek Water Reclamation Plant Scope and Fee Proposal

Dear Jason:

The Clear Creek Water Reclamation Plant (WRP) was recommended in the 2023 Wastewater Master Plan (By Others) as a priority project in response to ongoing and planned growth in the Clear Creek water and sewer shed. Carollo is proud to have been selected to design this important project for the City of Denton.

This cover letter summarizes the total fee and includes Attachments A (Scope of Work) and B (Compensation) for preliminary design engineering, detailed/final design engineering, construction manager-at-risk (CMAR) coordination, engineering services during construction, and resident project representative (RPR). The fee summarized in Table 1 below includes anticipated labor rates escalation or 4.0% per year and assumes a total project schedule of 48 months.

The fee is divided into basic services and special services. Additional services to be used as needed are included. Work on additional service tasks can only commence with written authorization from the City of Denton.

Table 1 Clear Creek WRP Fee Summary

Description	Fee ($)
Basic Services	$ 39,961,920.00
Special Services	$ 5,566,919.00
Total	$ 45,528,839.00

We are excited to partner with the City to deliver this important and complex project and bring the Clear Creek Water Reclamation Plant to life. Please contact me at 214-226-8327 or by email at tlaman@carollo.com with any questions or for additional information.

Sincerely,
CAROLLO ENGINEERS, INC.

Troy Laman
Vice President

TL:tl

Enclosures: Attachment A – Scope of Work, Attachment B - Compensation

cc: David Brown

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ATTACHMENT A - SCOPE OF WORK

CITY OF DENTON, TEXAS

Clear Creek Lift Station and Water Reclamation Plant
Preliminary design, final design, bid services, and engineering services during construction

BACKGROUND

Growth in the Clear Creek Sewer Basin is driving demand for expanded wastewater collection and treatment services. The City of Denton's Wastewater Master Plan identifies capital projects to support this service, including the Clear Creek Interceptor and the Clear Creek Water Reclamation Plant. The Clear Creek Interceptor project is ongoing and is scheduled to be operational in 2028. The City of Denton has recognized that the interceptor will be operational before the water reclamation plant is complete and has addressed this by including a lift station and force main as the first construction phase of the water reclamation plant project. The scope of work described herein details the engineering services associated with Clear Creek Lift Station and Clear Creek Water Reclamation Plant.

ASSUMPTIONS

The scope of work and associated level of effort are developed based on the following assumptions:

- The contract terms and conditions will be the same as those recently confirmed in the STANDARD AGREEMENT FOR ENGINEERING SERVICES between the City of Denton and Carollo for contract 8213-004 for the Lake Lewisville Water Treatment Plant Dewatering Upgrades project.
- The Clear Creek Lift Station and Water Reclamation Plant will be located on the 207-acre property owned by the City of Denton in the north side of Hartlee Field Road north of the intersection with Collins.
- The force main will be designed for a peak hydraulic flow rate of 3 million gallons per day (mgd) and the alignment will extend from the lift station on the Hartlee Field Road site to a manhole near the intersection of Farris Road and Grant Parkway. The force main will be configured to be converted to serve as a sludge force main when the water reclamation plant is commissioned.
- The route/alignment of the 12-inch water transmission line to serve the Clear Creek Water Reclamation Plant and Lift Station will be similar to the force main, connecting to the existing 12-inch stub-out at the intersection of Farris Road and Grant Parkway running along Farris Road to Hartlee Field Road and along Hartlee Field Road to the site.
- It is assumed the discharge permit amendment for the Clear Creek WRF capacity of 10 mgd has been issued.
- The property at Hartlee Field Road and Collins (approximately 207 acres) will be site planned and conceptually laid out for the lift station and water reclamation plant, and to accommodate future

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facilities to planned build-out capacity of 20 million gallons per day (mgd) annual average daily flow (AADF) and 80 mgd peak 2-hour (P2H) flow.

- The water reclamation plant design and construction in this scope of work is based on the membrane-bioreactor (MBR) treatment process and a treatment capacity of 10 mgd AADF and 40 mgd P2H.
- The property currently serves as a mountain bike park and is adjacent to the Clear Creek Natural Heritage Center. It is assumed that the Clear Creek Lift Station and Water Reclamation Plant site will be located as far north and as far west on the property as possible/practical to minimize the impact on the trail system and to allow the trail system to remain in service throughout construction and beyond.
- Access to the lift station and water reclamation plant will be from the south end of the property from Hartlee Field Road at or near the location of the existing gate. Access road will run north along the west side of the property.
- The lift station site will include a lift station designed to serve the water reclamation plant and an equalization tank that can be repurposed to act as a sludge holding tank when the water reclamation plant is commissioned. The equalization basin will be paired with a transfer pump station that will discharge into the force main near Farris Road and Grant Parkway manhole
- Preliminary design will include a condensed preliminary design CAMP® to facilitate completion and commissioning of the lift station and force main in 2029 and the water reclamation plant in 2030.
- Scope and fee will be based on Construction Manager-At-Risk (CMAR) delivery method.
- Project will be funded fully or in part through the Water Infrastructure Finance Innovation Act (WIFIA).
- City of Denton will provide construction inspection services either via 3rd party construction manager, or by amendment to the engineering contract.
- United States Army Corps of Engineers (USACE) 404 permitting is not included in this Scope of Work.
- The Clear Creek lift station design will be based on utilizing submersible sewage pumps.
- Plans and specifications for the Clear Creek Interceptor will be shared with the ENGINEER to coordinate between the lift station and the interceptor design.
- ENGINEER's master specifications will be used for technical specifications. City and TWDB/WIFIA required front end contract forms and agreement forms will be used.
- City's CMAR solicitation, request for proposal, and contract documents will be used.
- Plans will be developed based on three dimensional models developed in Revit using ENGINEER's standards.
- Memos, reports, plans and specifications will be delivered electronically in portable document format (PDF).
- City will provide most recent HEC-RAS models that should be used as the downstream boundary condition.
- Floodway modeling is not included in this scope.
- No CLOMR or LOMR development submissions are included in this proposal. The design is not intended to result in the requirement for a CLOMR/LOMR for Clear Creek.

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- Two (2) rounds of review by the City floodplain staff are anticipated. Draft Drainage Analysis will be provided during the Preliminary Design submittal, and Final Design Submittal. Signed and sealed Final Drainage Analysis will be provided during the Construction Phase (100%) Submittal.
- No meetings anticipated with City floodplain staff.
- Scope does not include operations or licensed operators to support start-up and commissioning.
- Total project duration is assumed to be 48 months

PROJECT ELEMENTS

The project generally includes the following design elements, facilities and unit processes. Analysis of alternatives and sizing of each facility and unit process are detailed in the preliminary design section of this scope of work.

1. **Lift station (Freese & Nichols)** – Lift station will be designed for a peak flow rate/capacity of 40 million gallons per day (mgd) to match the hydraulic design capacity of the Clear Creek Interceptor. The lift station will include at least 2 mechanical screens upstream of the pumps that are sized for the design peak flow capacity of the treatment plant. Future expansion and ultimate buildout capacity will be considered in sizing equipment and configuring the lift station to plan for future capacity with minimal construction. Pumps will be submersible sewage pumps equipped with variable frequency drives (VFD) to maximize operating range and efficiency. A screenings container building will be provided to house the screenings container.
2. **Odor control for lift station (Freese & Nichols)** – Odor control and associated ventilation systems will be provided to pull foul air from the head spaces of the screen channels and wet well and from the screenings container building. The ventilation rate will be at least 20 air changes per hour to allow the container room to be an unclassified space and to maximize air movement for corrosion mitigation. Odor control treatment technology will be either bio trickling filter (bio tower) or carbon adsorber.
3. **Equalization basin (Freese & Nichols)** –Equalization basin(s) will be sized for a total volume of 2 million gallons. The basin configuration and location of the basin will be evaluated based on the conceptual water reclamation plant hydraulic and process modeling to reconfigure the equalization basin to serve as waste activated sludge storage tank when the water reclamation facility is commissioned. Initially, the equalization basin will be configured with at least 2 cells or chambers to allow cleaning and maintenance without total shutdown of the system. The equalization basin will include an aeration system to be used when the basin is in service to provide mixing, keep solids in suspension and reduce odors.
4. **Transfer pump station to the collection system (Freese & Nichols)** – Transfer pump station will deliver flow (wastewater and/or waste activated sludge) from the equalization basin(s) to the force main that discharges at the manhole near Farris Road and Grant Parkway . The transfer pump station will be sized for a peak flow rate of 3 mgd and individual pump sizes and number of pumps will be determined during the preliminary design phase.
5. **Force main (Freese & Nichols)** – The force main will be sized to deliver up to 3.0 mgd from the equalization basin to the manhole near Farris Road and Grant Parkway. The force main alignment will be routed along Farris Rd north to Hartlee Field Road and east to the plant and lift station site. Current and future planned ROW will be considered to locate the force main in the ROW such that it is less likely to require future relocation.

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6. **Grit removal and fine screen facility (Freese & Nichols)** – The grit removal and fine screen facility will be sized for a peak hydraulic capacity of 40 mgd initially and expandable to buildout peak flow of 80 mgd by adding equipment. At least two (2) grit removal basins and at least two (2) fine screens will be provided. Grit removal and fine screening will be designed to remove inorganic material as required to protect the membranes. Three (3) types of grit removal technologies will be considered, including mechanical vortex with sloped bottom, mechanical vortex with flat bottom, and stacked tray type. Up to two (2) adsorption.
7. **Potable water line (Freese & Nichols)** – A 12" diameter potable water line will be designed to deliver potable water to the Hartlee Field Road site of the Clear Creek lift station and water reclamation plant. The water line will connect to an existing main near the intersection of Grant and Farris Rd. and will be routed along Farris Rd north to Hartlee Field Road and east to the plant and lift station site. Current and future planned ROW will be considered to locate the water line in the ROW such that it is less likely to require future relocation. Fire hydrants, backflow prevention, isolation valves and stub outs for future connections will be provided as required along the alignment. A flow meter will be installed at the plant site to meter all potable water use at the site.
8. **Bioreactors** – Advanced secondary treatment with biological nutrient removal will be supported by activated sludge bioreactors. The bioreactors will be coupled with membrane filters to complete the membrane-bioreactor (MBR) process. The bioreactors will be designed for an average daily flow of 10 mgd organized in 2 5-mgd trains for redundancy and resiliency. The peak hydraulic design capacity will be determined based on the membrane system peak flow design criteria and combined equalization basin and peak flow storage configuration selected during preliminary design. Bioreactors will be equipped with a diffused aeration system, mixers, and recycle pumps based on the specific process configuration selected to meet the discharge permit limits.
9. **Aeration blower facility** – Aeration blowers will be designed to deliver dissolved oxygen to the bioreactors. The facility will hose the blowers and include a separate electrical room to support the blowers. The design of the aeration system will include the piping, appurtenances, and controls.
10. **Membrane Facility** – A membrane facility will be designed based on the same membrane technology that is selected for the ongoing Pecan Creek WRF Expansion (By Others). The membrane system will be designed for an average daily flow of 10 mgd and the peak flow capacity will be evaluated during the preliminary design in conjunction with equalization and peak flow storage options to find the best value balance between treatment capacity and cost. The membrane facility will include the membrane tanks and equipment, return activated sludge (RAS) pumps, waste activated sludge (WAS) pumps, filtrate/permeate pumps, piping, appurtenances and controls.
11. **Membrane support facility** – The membrane support facility will include chemical storage and feed equipment for membrane cleaning, supplemental phosphorus removal or polishing (TCEQ requirement), and membrane system blowers.
12. **Ultraviolet (UV) disinfection** – An open channel UV disinfection system will be designed that includes at least 2 channels along with UV equipment, gates, electrical, controls, and appurtenances. The UV facility will be hydraulically designed for the anticipated ultimate buildout peak flow capacity of 80 mgd but will only be equipped to meet the 40 mgd peak 2-hour flow of this initial phase.
13. **Effluent outfall and cascade re-aeration** – An effluent outfall structure will be designed for the ultimate build-out peak 2-hour flow of 80 mgd. If the plant hydraulic profile allows, effluent reaeration

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will be provided by gravity flow over a cascade aeration structure. A mechanical diffused aeration system will be considered if cascade aeration is not feasible or requires pumping.

14. **Hartlee Field Road entrance gate and access road (Freese & Nichols)** – A permanent access gate and access drive/road from Hartlee Field Rd to the lift station and plant site will be designed and constructed.
15. **Community stakeholder coordination and mountain bike trail mitigation (Freese & Nichols, Carollo)** – Coordinating and facilitating internal and external briefings, meetings, and alternative development for mitigation of impacted trails at Hartlee Field Road site.
16. **Paving, grading, drainage, and landscaping (Freese & Nichols)** – Site development to serve the lift station and water reclamation plant will be designed and constructed to include paving, grading, drainage and landscaping to restore areas disturbed by construction and to install the permanent features and facilities. Specific tasks include hydrologic analysis, culvert crossing design (up to 5), downstream impact analysis, flood mitigation requirements, pre- and post-project flows and velocities, drainage analysis report, floodplain development permit application. Landscaping will include tree survey and mitigation plan, landscape plan, and irrigation plan. Paving, grading, and dimensional control plans will be developed.
17. **Electrical, instrumentation, and controls (Carollo)** – Electrical, instrumentation, and controls service, equipment and facilities will be designed and constructed in support of the lift station and water reclamation plant. Coordination with the Denton Municipal Electric (DME) utility will prioritize planning for the ultimate buildout load anticipated for the water reclamation plant in planning the transmission lines to the site and will plan for expanding on site as the plant expands. Either dual utility power feeds or permanently installed back-up generator power will be provided to provide emergency power. Dedicated electrical buildings or rooms within other buildings will be provided to house electrical equipment, panel boards, motor control centers, plc and communication cabinets and equipment. Electrical spaces will be designed according to code requirements in place on the date of the execution of this contract and standard industry practice.
18. **Architectural, structural, plumbing and HVAC (Carollo, Freese & Nichols)** – Discipline support including architectural, structural, plumbing and HVAC will be provided for each facility designed and will be in accordance with regulatory and code requirements that are in place on the date of the execution of this contract.
13. Site lighting and security (Carollo) – Site and security lighting will be provided based on City of Denton requirements for the site. At a minimum, safety lighting will be provided at exterior doors and access and egress paths. Emergency exits, smoke, heat and fire detection, alarm and monitoring will be provided in accordance with the codes in place on the date of the execution of this contract.
14. **Site layout and planning (Carollo, Freese & Nichols)** – Phased conceptual site plans will be developed from the initial 10 mgd phase through ultimate build-out of the Clear Creek WRF. Future expansion and build-out facilities will be shown on the plans for future record and convenience. Future space will be allocated for possible advanced water treatment for reuse and for solids handling facilities for planning purposes.
15. **Yard piping, and underground utilities plan & profile (Freese & Nichols)** – All yard piping and buried utilities 4" and larger will be shown in plan and profile sheets, including electrical duct banks.

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Utilities smaller that 4" diameter will be coordinated in the design documents on a case-by-case basis to clearly show and document the design.

16. **Geomorphic assessment (Freese & Nichols)** - Document the existing geomorphic conditions along an approximately 1-mile stretch of Clear Creek adjacent to the proposed plant. The purpose of this assessment is to evaluate present and future erosion related concerns to the proposed outfall structure and identify infrastructure threatened by stream bank erosion. Work includes field reconnaissance, data analysis, erosion hazard zone mapping, outfall structure recommendations, and a technical memorandum documenting geomorphic conditions potential for future changes.
17. **Community stakeholder coordination** – The efforts associated with stakeholder coordination initiated in phase 1 will continue throughout phase 2.
18. **Mountain bike park and trail coordination** - Facilitate briefings, meetings, and community engagement events focused on awareness and support for the project and minimizing the impact to the mountain bike park currently located at the Hartlee Field Rd site. Internal briefing materials and meetings will be focused on coordination between city departments and informing and soliciting feedback from city management and council.

DESIGN TASKS

100 - Project management, administration, coordination

101. Project management, monthly invoicing, resource management, reporting: ENGINEER will provide project management, monthly invoicing, resource management, administration, scheduling, reporting, sub-consultant management and coordination for the duration of design and construction. The fee associated with this scope of work is based on a **total duration of 48 months** including design and construction.

102. Regulatory coordination (in-perosn): ENGINEER will provide coordination with regulatory agencies, including TCEQ (design summary transmittal letter, stormwater sampling plan and permitting), Authority having jurisdiction (AHJ) to coordinate building code compliance, and meetings required by TWDB. The fee associated with this scope of work is based on up to **2 meetings each with TCEQ, AHJ, and TWDB**.

200 - Meetings, workshops, and site visits

201. Kickoff workshop (in-person) – ENGINEER will prepare for and facilitate a kickoff workshop, including preparing the agenda, presentation materials, and facilitating the workshop. The agenda will include review of the project team, scope, and schedule as well as discussion about the alternatives to be considered in the design CAMP® for the lift station and water reclamation plant and initial coordination with mountain bike park stakeholders.

- Kickoff workshop deliverables:
  - Agenda, presentation, and meeting materials
  - Workshop minutes including sign-in sheet of attendees
  - Action and decision logs

202. Preliminary design CAMP® (in person) - ENGINEER will prepare for and facilitate a workshop focused on making key decisions about the lift station, equalization basin, force main, water line, and water reclamation plant and associated equipment and site layout. ENGINEER will evaluate the following alternatives in preparation for the CAMP®:

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- Lift station, force main, and water line
  - Lift station configuration: Up to 2 alternatives, including standard submersible, and trench style self-cleaning submersible.
  - Lift station screens: Up to 2 alternatives for screen equipment type.
  - Screenings handling: Up to 2 alternatives for conveyance and washing/compacting equipment will be evaluated.
  - Odor control: Preliminary conceptual sizing and layout of odor control for each of the 2 lift station alternatives.
  - Equalization basin: Up to 2 alternatives for basin size/configuration.
  - Force main: Up to 2 pipe materials will be considered depending on diameter.
  - 12-inch water line: Up to 2 pipe materials will be considered.
  - Mountain bike park and community engagement: Outline of plan for community engagement for the project.
  - Electrical, Instrumentation, and Controls: Conceptual service sizing based on preliminary equipment sizes, preliminary layout of electrical buildings and motor control centers, discussion of types of instruments required, recommended, and preferred, conceptual discussion of controls, SCADA, and off-site communication requirements.
- Water Reclamation Plant
  - Primary treatment grit removal and fine screen facility, Peak flow storage, and odor control
  - Secondary treatment bioreactors (aeration basins), aeration blower facility, and membrane system
  - Ultraviolet disinfection system, effluent outfall,
  - Future facilities including advanced treatment reuse planning and future solids handling planning.
- CAMP® deliverables:
  - Agenda, presentations, meeting materials
  - CAMP® minutes including sign-in sheet of attendees
  - Action and decision logs

203. **Site visits (in person)** – ENGINEER will coordinate and attend the following site visits for the purposes of documenting conditions on the ground, coordinating with sub-consultants and vendors, and confirming preferred locations for proposed facilities and utilities.

- Force main and water line alignment walk site visit: Up to 2 visits to walk the length of the proposed alignments of the force main and water line. The first visit will be conducted in preparation for the CAMP® and the second visit at the discretion of ENGINEER during design.
- Lift station site visit: Up to 2 visits to coordinate the location and configuration of the lift station, equalization basin, and odor control. The first visit will be conducted in preparation for the CAMP® and the second visit at the discretion of ENGINEER during design.
- Survey coordination site visit: Conduct up to 2 site visits to coordinate the field survey of the force main and water line alignments and lift station and water reclamation plant site.
- Geotech coordination site visit: Conduct up to 2 site visits to coordinate the geotechnical investigation of the force main and water line alignments and lift station and water reclamation plant site.
- Electric utility coordination site visit: Conduct up to 2 site visits to coordinate electric utility service with utility.

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204. Preliminary design report technical memoranda review workshop 1 (hybrid): Conduct an in-person workshop style meeting to discuss City of Denton comments to the draft technical memoranda 1 (Wastewater characteristics, flows and loads) and 2 (Lift station, equalization, peak flow, and transfer force main). Following the workshop, review comments and consensus decisions from the workshop will be incorporated into the final technical memoranda.

205. Preliminary design report technical memoranda review workshop 2 (hybrid): Conduct an in-person workshop style meeting to discuss City of Denton comments to the draft technical memoranda 3 (Water reclamation plant), 4 (Architectural). Following the workshop, review comments and consensus decisions from the workshop will be incorporated into the final technical memoranda.

206. Preliminary design report technical memoranda review workshop 3 (hybrid): Conduct an in-person workshop style meeting to discuss City of Denton comments to the draft technical memoranda 5 (Site planning), and 6 (Mountain bike park). Following the workshop, review comments and consensus decisions from the workshop will be incorporated into the final technical memoranda.

207. Preliminary design report technical memoranda review workshop 4 (hybrid): Conduct an in-person workshop style meeting to discuss City of Denton comments to the draft technical memoranda 7 (Opinion of Probable Construction Cost). Following the workshop, review comments and consensus decisions from the workshop will be incorporated into the final technical memoranda.

208. Force main and water line design meeting (virtual): Conduct 1 virtual meeting to review and discuss comments to DRAFT Alignment Route Study.

209. Coordination meetings with Clear Creek Interceptor design team (virtual): Conduct up to 4 virtual meetings with the design teams for the Clear Creek Interceptor to coordinate design details, tie-in points and project schedules.

210. Community stakeholder coordination (in person): Conduct up to 3 meetings or community outreach events to share project information with public stakeholders and receive comments and feedback from the stakeholders.

211. Concept (10%) confirmation workshop (in person): Conduct a workshop at the 10% design level to complete a benchmark review and conceptual fatal flaw analysis prior to initiating detailed design development and modeling.

212. 30% Review workshop (in person): ENGINEER will prepare for and facilitate a review workshop to discuss Owner comments to 30% plans and specifications. This workshop will be held as a hybrid in person/virtual session.

213. 60% Review workshop (in person): ENGINEER will prepare for and facilitate a review workshop to discuss Owner comments to 60% plans and specifications. This workshop will be held as a hybrid in person/virtual session.

214. 90% Review workshop (in person): ENGINEER will prepare for and facilitate a review workshop to discuss Owner comments to 90% plans and specifications. This workshop will be held as a hybrid in person/virtual session.

215. TCEQ Meetings (in person): Conduct up to 2 meetings to coordinate the project reviews with TCEQ and coordinate conditional approvals for early procurement and construction packages required to meet the Phase 1 schedule.

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216. AHJ Meetings (in person): Conduct up to 2 meetings with City code and inspection staff to understand City requirements for permitting and emergency response access and to facilitate the permit application and review process for Phase 1.

217. Electric utility coordination meetings (in person): Conduct up to 2 meetings or calls with electric utility to confirm utility service requirements, coordinate easements and access, and coordinate utility design requirements.

300 Preliminary Design

301. Hydraulic profile calculations: ENGINEER will prepare conceptual hydraulic profile calculations from the outfall to the grit/fine screen and equalization basins based on USGS topo quad elevations of the site and preliminary unit process sizing from the preliminary process model calculations. Preliminary hydraulic calculations for the water reclamation plant are necessary for developing conceptual sizing and site layout.

302. Preliminary process calculations: ENGINEER will prepare initial treatment process design calculations based on existing wastewater characteristics from the Pecan Creek Water Reclamation Plant and any available data for characteristics in the collection system that will be served by the Clear Creek Water Reclamation Plant.

303. Process equipment calculations: ENGINEER will prepare initial calculations for major process equipment including capacity, horsepower, and other parameters to facilitate equipment selection with vendors and manufacturers. Generally, equipment sizing will be based on the N+1 philosophy where feasible and unless otherwise directed by the OWNER.

304. Preliminary electrical load list: ENGINEER will prepare a preliminary electrical load list based on preliminary hydraulic and process design calculations. The load list will be updated throughout the design and will be the basis for overall electrical utility service sizing for phased expansion to ultimate build-out for planning.

305. Preliminary process flow diagrams: ENGINEER will prepare conceptual process flow diagrams for each unit process.

306. Preliminary process and instrumentation diagrams (P&IDs): ENGINEER will prepare preliminary conceptual P&IDs based on the processes, equipment selected, and process flow diagrams.

Preliminary Design Report

ENGINEER will prepare a Preliminary Design Report (PDR)based on the preliminary hydraulic and process calculations, design CAMP® decisions, and conceptual site plan layout. PDR will consist of and executive summary and multiple chapters. Each chapter will be a technical memorandum (TM)as follows:

307. TM 1: Wastewater characteristics, flows and loads.

308. TM 2: Lift station, equalization, peak flow storage, and transfer force main.

309. TM 3: Water Reclamation Plant.

310. TM 4: Architecture (Administration and other buildings).

311. TM 5: Site planning, paving and grading.

312. TM 6: – Mountain bike park trail system.

313. TM 7: Opinion of Probable Construction Cost (OPCC).

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314. Executive Summary: Executive summary.

315. PDR QC Review: ENGINEER will complete a QC review of the preliminary design report. The fee for this task is based on 16 hours per tech memo for review and incorporating comments.

316. PDR Opinion of Probable Construction Cost (OPCC): ENGINEER will prepare a conceptual planning level order of magnitude OPCC based on the preliminary design report conceptual plans and sizing. The OPCC will be a class 4 estimate according to the AACE International estimate classification system.

317. OPCC QC Review: ENGINEER will conduct a QC review of the OPCC for general completeness and order of magnitude relative to other projects of similar scale, and complexity.

318. DRAFT PDR: ENGINEER will assemble a DRAFT PDR including the Executive Summary and each of the technical memoranda.

319. FINAL PDR: ENGINEER will incorporate review comments into DRAFT PDR to finalize the PDR.

- PDR deliverables
  - DRAFT of each TM for review and comment
  - DRAFT PDR.
  - FINAL PDR.

320. DRAFT Basis of Design Memorandum (BDM): ENGINEER will prepare a BDM summarizing the design criteria for each process area selected in the PDR. The final BDM will be submitted with the TCEQ summary transmittal letter in lieu of the PDR because the BDM includes only the proposed design criteria for review and comparison for TCEQ Chapter 217 compliance.

321. Final BDM: ENGINEER will finalize the BDM based on internal QC review and OWNER review comments. The final BDM will be submitted to the Texas Commission on Environmental Quality (TCEQ) with the summary transmittal letter. It is assumed that the BDM and summary transmittal letter will be submitted at approximately the 60% (intermediate) design level to facilitate CMAR early procurement and construction activities

- BDM deliverables
  - DRAFT BDM for review and comment
  - FINAL BDM

322. TCEQ Summary Transmittal Letter: ENGINEER will prepare and submit the Summary Transmittal Letter and BDM to TCEQ for review.

400 Final Design

ENGINEER will develop plans and specifications based on the BDM for the Phase 1 facilities. Plans and specifications will be developed as follows:

401. 30% Plans and major equipment specifications: Develop design documents to an approximate 30% design level. The design documents will be based on the PDR and will include the following:

- Design criteria sheet and hydraulic profile
- Pipe schedule
- Process flow diagrams
- Site plan

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- Basic structural and mechanical plan views
- Electrical one-line diagrams, electrical site plan
- Preliminary P&IDs and network architecture diagrams
- Major equipment specifications

402. 60% Plans and specifications: Develop design documents to an approximate 60% design level to allow the CMAR to develop a 60% cost model. The design documents will include the following:

- Design criteria sheet and hydraulic profile.
- Pipe schedule
- Process flow diagrams
- Site plan, yard piping and conceptual paving and grading
- Structural and mechanical plans and sections
- Electrical one-line diagrams, site and facility plans, lighting plans
- P&IDs, network architecture diagrams, panel schematics
- Typical and standard details
- Specifications and front-end documents

403. 90% Plans and specifications: Develop design documents to an approximate 90% design level. The 90% plans and specifications will include all anticipated drawings and specifications.

404. RevIT/Civil 3D/BIM Modeling and visualization: ENGINEER will prepare plans using 3 dimensional digital design tools to facilitate coordination and generate graphic renderings and illustrations for design review, internal communication, external communication, public outreach and coordination.

405. Bid-ready plans and specifications: Incorporate 90% review comments and finalize plans and specifications to be signed and sealed for TWDB review and approval, final TCEQ review and approval, and advertisement for construction.

406. Quality control reviews: ENGINEER will conduct multi-discipline quality control reviews of the plans and specifications at 30%, 60%, and 90% design milestones.

407. Security design and coordination: ENGINEER will engage a security specialist and incorporate security features into the design documents.

500 CONSTRUCTION MANAGER-AT-RISK (CMAR) COORDINATION

501. On boarding support: ENGINEER will prepare a short written project summary and conceptual illustrative site plan to communicate the project to prospective CMAR bidders. The document will accompany the CMAR procurement and advertisement documents issued by the City. ENGINEER will attend CMAR site visits and coordination meetings (virtual or in person) as requested during the CMAR onboarding and selection process. It is assumed that ENGINEER will attend only and will not be responsible for preparing meeting materials or recording and issuing meeting minutes.

502. 60% cost model review: Review CMAR 60% cost model for overall order of magnitude total, individual facility costs, major equipment prices, percentages for electrical and trades, and contingencies.

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503. 90% cost model review and audit: 90% cost model and audit will include a review and verification of direct and indirect costs, CMAR fee and CMAR contingency; review and audit of supplier and subcontractor quotes; comparison of costs with other applicable projects; and review of risk analysis model and/or cost contingencies developed by the CMAR.

504. Procurement and construction bid packages: Coordinate with CMAR and OWNER to develop an equipment and materials procurement plan, including identification of items to be selected and/or procured early based on "best value" or low-bid strategies, and define parameters associated with "best value" selection as applicable. Identify acceptable manufacturers and associated Bid Documents requirements for items identified for early procurement. The following bid packages are included in this task:

505. General CMAR Coordination: General coordination with CMAR during the pre-construction phase will include, but not necessarily be limited to:

- Soliciting input from CMAR during design development as appropriate.
- Providing input to construction management plan and schedule development.
- Evaluating alternative systems and materials proposed or suggested by CMAR.
- Responding to constructability review comments.
- Providing Input to construction and commissioning plan and schedule.
- Attending subcontractor pre-selection meetings conducted by CMAR as appropriate.

600 BID SERVICES AND ENGINEERING SERVICES DURING CONSTRUCTION

ENGINEER will prepare, and issue **up to 4 bid packages** (front end documents, technical specifications, and drawings) to facilitate the CMAR procurement and construction schedule. Revisions to specifications and addenda issued in subsequent bid packages may be applied retroactively by contract amendment to previous packages if necessary. ENGINEER will coordinate with CMAR.

601. Pre-bid meetings: Attend one pre-bid meeting for each bid/procurement packages (**up to 4 total**). It is assumed that CMAR will prepare the meeting agendas, facilitate and preside over the meetings, and issue meeting minutes for each pre-bid meeting, including:

- Major electrical equipment procurement
- Influent lift station, equalization basin, transfer pump station, water line, force main
- Membrane equipment selection
- Water Reclamation Plan Construction

602. Monthly construction meetings its: Attend monthly in-person or hybrid virtual construction meetings. It is assumed that construction meetings for each bid package will be coordinated by the CMAR to be completed in a single meeting each month. It is assumed that each monthly meeting will be a maximum of 2 hours in duration and cover all the bid/construction packages. ENGINEER will attend **up to 48 monthly meetings** during construction. It is assumed that an average of 3 people from ENGINEER staff will attend monthly meetings and will include discipline leads (electrical, structural, etc.) as appropriate to facilitate coordination throughout the construction.

603. Monthly construction site visits: ENGINEER will conduct **up to 48 construction site visits** that correspond with scheduled monthly construction meetings. It is assumed that each site visit will be 2 hours in duration. An average of 4 attendees from ENGINEER will attend each site visit.

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604. Shop drawings and compliance review submittals: ENGINEER will review shop drawings including product data, manufacturer shop drawings, diagrams, illustrations, catalog data, samples, results of tests and inspections, manufacturer's operation and maintenance manuals, and other data which the Contractor is required to submit. These shall be reviewed for general conformance with the Contract Documents. The fee associated with this scope of work is based on review of **up to 1.000 submittals and re-submittals**.

605. Construction schedule and progress payments: Engineer will review the baseline construction schedule for likely completion of work according to the Contract documents. ENGINEER will review Contractor's monthly construction schedule updates progress payment applications. The fee associated with this scope of work **is based on review of up to 36 monthly construction schedules and payments**.

606. Requests for information (RFI): ENGINEER will review and provide responses to requests for information (RFI) during construction. Engineer will maintain a log of all RFIs received. The fee associated with this scope of work is based on review of **up to 300 RFI**.

607. Proposed contract modifications: ENGINEER will review and provide Owner with recommendations for **up to 10 proposed contract modifications** that are a result of errors, omissions, or unknown field conditions. Review of contract modifications that deviate from the original design intent are not included in this scope of work.

608. Substantial and final completion: ENGINEER will attend the in-person substantial completion walk through for **up to 4 bid/procurement packages**. Engineer will provide a written punch list based on the walk through to be added to or consolidated with Owner's list. ENGINEER will attend the final completion walk through to confirm completion of punch list items for all construction packages. The substantial completion and final completion walk through site visits will be attended by all disciplines as appropriate.

609. As-built record drawings: Engineer will revise the contract drawings to reflect changes and modifications made in the field during construction. The Engineer will provide electronic record drawings in portable document format (PDF). As-built record drawings will be produced based on RFI responses, design clarifications, approved contract modifications, change orders and information provided from the field by the Contractor and inspector. Individual bid and construction packages will be noted in the record drawings, but a single consolidated set of record plans will be prepared.

700 Resident Project Representative (RPR)

701. Resident project representative (RPR): ENGINEER will provide an RPR observe progress of construction work and conformance to plans and specifications. RPR will be experienced in construction inspection. RPR duties and responsibilities include:

- **General**: RPR/inspector will act as Engineer's agent at the Site and will act under the supervision of Engineer. RPR will communicate directly with Engineer and CMAR and City, RPR shall only communicate with subcontractors and suppliers with full knowledge and approval of CMAR.
- **Schedule**: RPR/inspector will review monthly progress schedules, schedule of shop drawings, schedule of values, and any other schedule prepared and submitted by CMAR monthly for **up to 36 months**.
- **Meetings**: RPR/inspector will attend meetings with CMAR including preconstruction, progress meetings, job conferences, and other project-related meetings. RPR/inspector will prepare minutes of meetings for **up to 36 months**.

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- **Liaison**: Serve as Engineer's liaison with CMAR and assist in providing information regarding the intent of the Contract Documents, assist in serving as City's liaison with CMAR when CMAR operations affect City operations, and assist in obtaining additional information when required.
- **Interpretation of contract documents**: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit clarifications and interpretations issued by Engineer to CMAR.
- **Submittals**: Maintain shop drawing, RFI, and submittal log and advise Engineer and CMAR of the commencement of any portion of the Work for which RPR believes the submittal has not been approved by Engineer. This scope of work is based on a total of **up to 600** submittals including re-submittals.
- **Modifications**: Consider and evaluate CMAR suggestions for modifications to the Contract Documents and report such along with RPR recommendations to Engineer. Transmit to CMAR in writing decisions issued by Engineer. This scope of work is based on **up to 20 contract modifications and up to 10 field orders**.
- **Review of work and rejection of defective work**: In conjunction with and in support of City inspection staff, conduct on-site observations of CMAR work to assist in determining if Work is in conformance with the Contract Documents. Report to Engineer when RPR believes that any portion of the Work does not conform to the Contract Documents, is defective or damaged, fails requisite testing, or will imperil the integrity of the design concept or finished product. RPR/inspector will consult with Engineer in advance of scheduled major inspections, start-up and commissioning activities; verify testing, start-ups, commissioning, and training are conducted according to the Contract Documents; accompany visiting inspectors representing City or other agencies having jurisdiction.
- **Records**: RPR/inspector will:
  - Maintain files of correspondence, copies Contract Documents, addenda, change orders, field orders, clarifications, progress reports, shop drawings, and other project-related documents.
  - Prepare daily report for each day on site detailing weather conditions, CMAR hours on site, CMAR staff and equipment on site, data relative to questions of change orders or field orders, changed conditions, visitors, and observations of the Work in progress.
  - Maintain a project contact list of all CMARs subcontractors, suppliers, vendors and other personnel accessing the site.
  - Maintain the electronic construction document management system and at a minimum provide hard copy summaries of submittal and shop drawing logs monthly. All submittals, test reports, photos, inspection logs, and all other project documentation will be stored in the system.
  - Document and notify Engineer immediately of any accident, emergency, or act of God endangering the Work or damage to property.
  - Review applications for payment.

800 TCEQ Operation and Maintenance Manual

801. DRAFT operation and maintenance manual: Engineer will prepare a DRAFT operation and maintenance (O&M) manual for OWNER review and comment. The manual will satisfy the TCEQ requirements for O&M manual. The requirements for TCEQ compliance are listed verbatim below. Some

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do not apply to Clear Creek and will be addressed in the PDR and O&M manual. TCEQ compliance includes:

- "expected flow patterns, size, and capacity of all treatment units and processing units within the wastewater treatment plant;
- start-up procedures, routine operational procedures, emergency operations procedures, and shut down procedures for all treatment units and processing units;
- the manner and expected volumes in which solids return to aeration or waste;
- expected solids concentrations in each treatment unit and processing unit;
- expected clarifier weir overflow rates;
- expected disinfectant and dechlorination usage and dosage amounts during normal and emergency operating conditions;
- descriptions and frequencies of all routine in-situ and laboratory analyses to be performed and a list of references to standard analytical procedures;
- description and schedule of routine maintenance activities to be performed, including lubrication and inspection of all pumps, motors, and other equipment;
- the design life of each treatment unit; and
- a recommended spare parts inventory with source information."

802. Final operation and maintenance manual: ENGINEER will finalize the O&M manual by incorporating review comments.

- O&M Manual deliverables include:
  - » DRAFT O&M manual (PDF format)
  - » Final O&M manual (PDF format)

900 Other professional and subconsultant services

901. Freese & Nichols: Responsible for the design (all disciplines except electrical and instrumentation) of the Influent lift station, equalization basin, transfer pump station, grit removal and fine screen facility, peak flow storage, and odor control. Freese & Nichols scope also includes the design of the yard piping, site grading, paving and drainage, water line and force main, environmental assessment, cultural resources survey, and geomorphic assessment, and mountain bike trail system specialty services.

902. Brittain & Crawford: Topographic and horizontal control surveys, locate geotechnical borings, and prepare a digital file in Civil 3D or other software format compatible with Revit for integration into the 3D design models. Survey services will also include the plat of the Hartlee-Field Road property to show the plant site and easements for electrical and other utilities serving the site. It is assumed that easements for the force main and water line will be completed by Others.

903. LandTec: ENGINEER will contract the services of a licensed geotechnical firm to complete geotechnical investigation and provide written report documenting findings and recommendations for foundations, pavement, buried piping, fill material and other site-specific geotechnical recommendations along the alignments of force main and water line and at the water reclamation plant site. Geotechnical investigation will include setting and monitoring of piezometers.

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904. Cobb-Fendley: ENGINEER will contract with a subsurface utility exploration firm to complete Level B and/or Level A subsurface utility exploration for the purposes of locating and identifying underground utilities and infrastructure along the force main and water line alignments to increase accuracy of design documents and reduce risk during construction.

905. 7 Arrows: Services in support of appraisal and acquisition of real estate for ROW and easement related to the project. Services may include open houses, public meetings and presentations and other real estate property work.

906. Enterprise Protection Associates: Services in support of security system design.

907. Radio specialist (firm to be determined): Services in support of radio communication to the Pecan Creek WRP, including field alignment and line of sight survey as well as support aligning and testing transmitters and receivers after installation.

908. TDLR Review (firm to be determined): ENGINEER will contract with a registered firm to complete the TDLR application form and submit for review.

1000 Special services

Services that may be needed in part or in full due to project delays, changes in project scope, or unplanned circumstances are included under special services. Written authorization will be obtained by ENGINEER prior to beginning work on any of the special service tasks.

1001. Additional project management and administration: This task includes the services associated with project management project delays or extension up to 24 months in addition to the basic services.

1002. Additional meetings: This task includes up to 10 meetings in addition to the basic services.

1003. Additional CMAR meetings: Up to 12 virtual meetings in addition to the basic services.

1004. 30% cost model validation: Completion of a full parallel 30% cost model for validation of CMAR cost model.

1005. 60% cost model validation: Completion of a full parallel 60% cost model for validation of CMAR cost model.

1006. 90% cost model audit: Complete a line item audit of the CMAR 90% cost model.

1007. Additional CMAR coordination: CMAR coordination up to 12 months in addition to basic services in the event of project delays or schedule extension.

1008. Additional Bid package 5: This task includes the effort required to prepare and issue 1 bid or procurement package in addition to the basic services.

1009. Additional Bid package 6: This task includes the effort required to prepare and issue 1 bid or procurement package in addition to the basic services.

1010. Additional Bid package 7: This task includes the effort required to prepare and issue 1 bid or procurement package in addition to the basic services.

1011. Additional Bid package 8: This task includes the effort required to prepare and issue 1 bid or procurement package in addition to the basic services.

1012. Additional pre-bid meetings: This task includes pre-bid meetings associated with the additional bid packages identified in Special Service item 1004 items a-d above.

1013. Additional monthly construction meetings: This task includes construction meetings associated with the additional bid packages identified in Special Service item 1004 items a-d above.

1014. Additional construction site visits: This task includes construction site visits associated with the additional bid packages identified in Special Service item 1004 items a-d above.

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1015. Additional shop drawings: This task includes effort associated with review of up to 200 shop drawings and compliance submittals in addition to the basic services scope.

1016. Additional construction schedule and payment application reviews: This task includes review of up to 12 monthly pay applications and construction schedule updates in addition to the basic services in the event of construction schedule delays or extensions.

1017. Additional requests for information: This task includes review of up to 100 requests for information (RFI) in addition to the basic services.

1018. Additional RPR: On site RPR services for up to 24 months in addition to basic services.

1019. Freese & Nichols Special Services: Special services tasks mirror ENINGEER's special service tasks for their areas of responsibility. ENGINEER will include itemized task list and amount with each special service authorization request.

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ATTACHMENT B
COMPENSATION

CITY OF DENTON, TEXAS
CLEAR CREEK LIFT STATION AND WATER RECLAMATION PLANT
PRELIMINARY AND FINAL DESIGN

TASK NUMBER	BASIC SERVICES TASK DESCRIPTION	DOLLARS
100	**Project management, administration and coordination**	**$ 1,026,113**
	Project management, administration and subconsultant coordination	
200	**Meetings, workshops, and site visits**	**$ 1,049,529**
	Kickoff workshop	
	Preliminary design CAMP®	
	Site visits	
	Preliminary design report and tech memo review workshops	
	30%, 60%, and 90% design review workshops	
	Regulatory and electrical utility coordination meetings	
300	**Preliminary design**	**$ 2,313,837**
	Hydraulic and process design calculations	
	Electrical load calculations	
	Process flow diagrams and P&IDs	
	Technical memoranda 1-7, Executive Summary, OPCC	
	Preliminary design report, basis of design memorandum	
	TCEQ Summary Transmittal Letter	
400	**Final design (Plans and Specifications)**	**$ 14,622,288**
	30% plans and specifications	
	60% plans and specifications	
	90% plans and specifications	
	Bid ready plans and specifications (up to 4 bid and procurement packages)	
	Quality control reviews at 30, 60, 90 design milestones	
500	**CMAR Onboarding Support, Coordination, and Cost Model Reviews**	**$ 495,200**
	CMAR onboarding support	
	60% and 90% cost model reviews	
	General CMAR coordination	
600	**Bid services and Engineering Services During Construction**	**$ 4,878,618**
	Addenda, pre-bid meetings	
	Monthly construction meetings and site visits	
	Review of shop drawing reviews, RFI , construction schedules, pay applications, contract modification requests	
	Substantial and final completion walk-throughs, punch list	
	As-built record drawings	
700	**Resident Project Representative (RPR) and Construction Inspection**	**$ 1,906,572**
800	**Operation and Maintenance Manual**	**$ 487,989**

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ATTACHMENT B
COMPENSATION

CITY OF DENTON, TEXAS
CLEAR CREEK LIFT STATION AND WATER RECLAMATION PLANT
PRELIMINARY AND FINAL DESIGN

900	**SUBCONSULTANTS**	**$**	**13,011,568**
	Freese & Nichols, Inc. (Influent LS, EQ, Transfer PS, Headworks, Civil/Yard, Pipelines, Trails)		
	Brittain & Crawford (Survey)		
	LandTec (Geotechnical Engineering)		
	Cobb-Fendley (Subsurface Utility Exploration)		
	7 Arrows (Property Acquisition Services)		
	Enterprise Protection Associates (Security Engineering)		
	Radio Specialist (Firm to be determined)		
	TDLR Review and inspection (Firm to be determined)		
	Mark-up on Subconsultants excluding Freese & Nichols (10%)	$	170,206
	BASIC SERVICES TOTAL	**$**	**39,961,920**
	ADDITIONAL SERVICES TASK DESCRIPTION		
1000	**ADDITIONAL SERVICES (BY WRITTEN AUTHORIZATION ONLY)**	**$**	**4,380,663**
	SUBCONSULTANTS ADDITIONAL SERVICES		
	Freese & Nichols, Inc. (Mirror's Carollo Additional Services for FNI areas of responsibility)	$	1,186,256
	Mark-up on Subconsultants Additional Services Excluding Freese & Nichols (10%)	**$**	**-**
	ADDITIONAL SERVICES TOTAL	**$**	**5,566,919**
	TOTAL PROPOSED ENGINEERING SERVICES (BASIC + SPECIAL SERVICES)	**$**	**45,528,839**

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ATTACHMENT C
INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees, and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and volunteers.

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- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. <u>PROFESSIONAL LIABILITY INSURANCE</u>

If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the CONTRACTOR becomes legally obligated to pay as

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damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of $1,000,000.00 per claim, $2,000,000.00 annual aggregate.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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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.**

Carollo Engineers, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by:

E833D45A53684D3...
Signature of vendor doing business with the governmental entity

3/18/2026
Date

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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.

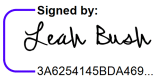
Certificate Of Completion

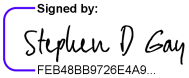
Envelope Id: 2C2D3475-E742-4F53-B413-32A120C1B1DA
Status: Sent
Subject: Please DocuSign: City Council Contract 8213-019 Clear Creek WTP PSA
Source Envelope:
Document Pages: 42
Signatures: 5
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
3/17/2026 9:01:43 AM
Holder: Erica Garcia
erica.garcia@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 3/17/2026 9:18:24 AM Viewed: 3/17/2026 9:18:33 AM Signed: 3/17/2026 9:19:32 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/17/2026 9:19:36 AM Viewed: 3/17/2026 11:02:31 AM Signed: 3/17/2026 11:04:18 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/17/2026 11:04:21 AM Viewed: 3/18/2026 10:55:34 AM Signed: 3/18/2026 11:26:32 AM
Meera Victor mvictor@carollo.com Sr. Vice President Carollo Engineers Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2026 11:45:35 AM ID: b339367e-5b89-4946-8b3f-ab3e315417f4	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1004:b342:5816:1071:fbb3:3eeb:ca45 Signed using mobile	Sent: 3/18/2026 11:26:37 AM Viewed: 3/18/2026 11:45:35 AM Signed: 3/18/2026 11:46:35 AM

Signer Events	Signature	Timestamp
Troy Laman tlaman@carollo.com Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2026 12:19:26 PM ID: a4ae4c1c-9871-483a-a89f-1c0dfcdb77b7	Signed by:  E833D45A53684D3... Signature Adoption: Uploaded Signature Image Using IP Address: 4.16.103.70	Sent: 3/18/2026 11:26:37 AM Viewed: 3/18/2026 12:19:26 PM Signed: 3/18/2026 12:26:22 PM
Stephen D Gay stephen.gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2026 2:16:59 PM ID: 292f5d1a-cc73-4b86-b3ec-aa3753ad53a7	Signed by:  FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 2607:fb90:8a62:94f1:8508:32f0:4e50:7a9d Signed using mobile	Sent: 3/18/2026 12:26:25 PM Viewed: 3/18/2026 2:16:59 PM Signed: 3/18/2026 2:17:38 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 3/18/2026 2:17:42 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

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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

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/17/2026 9:19:36 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/18/2026 2:17:42 PM Viewed: 3/20/2026 3:35:45 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jason Donnell Jason.Donnell@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: June 16, 2026

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 Rush Truck Centers of Texas, L.P., through the Buy Board Cooperative Purchasing Network Contract No. 723-23, for the acquisition, repairs, and maintenance of Peterbilt Trucks for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 9009 – awarded to Rush Truck Centers of Texas, L.P., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $14,679,000.00). The Public Utilities Board recommends approval (5 - 0).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

The City of Denton Fleet Services Department is establishing a contract with Rush Truck Centers of Texas, L.P., for the purchase, repair, and maintenance of Peterbilt Trucks. There are currently 115 Peterbilt Trucks of various body types in use by departments, including Solid Waste, Streets, and Wastewater. Within the contract years, there are four (4) planned additions and 28 replacements across the fleet. Reliable equipment is essential in the daily City services such as street cleaning and maintenance, refuse pickup, debris removal, and water line flushing. Furthermore, the contract encompasses service repairs for assets necessitating specialized diagnostic equipment.

Peterbilt plays a central role in the existing fleet strategy. They are the regional original equipment manufacturer (OEM) authorized vendor for the heavy-duty truck platforms, and they currently support most of our Class 7–8 assets. Because Peterbilt maintains the authorized parts pipeline, warranty administration, and technical support structure for these units, a contract with Rush Truck Centers for Peterbilt trucks ensures continuity of service, accurate specifications, and compliance with OEM requirements. Leveraging the vendor's regional presence also reduces downtime, improves parts availability, and keeps the fleet aligned with standardized platforms already in service.

The proposed contract with Rush Truck Centers of Texas, L.P. streamlines the process for purchase and repairs of assets, which will assist in avoiding service delivery downtimes. The Fleet Services Department strategizes

asset management, including planning for new acquisitions and asset replacement, integrated within the City's annual budget process. The contract value is based on historical spending levels and includes estimates for future assets and services.

Estimated Contract Expenses

Category	2026	2027	2028	2029	2030	Total
Asset Additions	-	$330,000	$340,000	$350,000	$360,000	$1,380,000
Asset Replacements	1,920,000	1,980,000	2,040,000	1,750,000	1,800,000	9,490,000
Repair Services	610,000	620,000	620,000	630,000	630,000	3,110,000
Sub Total	**$2,530,000**	**$2,930,000**	**$3,000,000**	**$2,730,000**	**$2,790,000**	**$13,980,000**
Contingency 5%	126,500	146,500	150,000	136,500	139,500	699,000
Total	**$2,656,500**	**$3,076,500**	**$3,150,000**	**$2,866,500**	**$2,929,500**	**$14,679,000**

Pricing obtained through the Buy Board Cooperative Purchasing Network has been competitively bid and meets the statutory requirements of Texas Local Government Code 271.102.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 1, 2005, City Council approved the interlocal agreement with the Buy Board Cooperative Purchasing Network (Ordinance 2005-034).

On June 8, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award a contract with Rush Truck Centers of Texas, L.P., for the acquisition, repairs, and maintenance of Peterbilt Trucks for the Fleet Services Department, in a one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $14,679,000.

PRINCIPAL PLACE OF BUSINESS

Rush Truck Centers of Texas, L.P.
New Braunfels, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same. This Buy Board contract expires on November 30, 2026.

FISCAL INFORMATION

These products and services will be funded through both General Fund and Utility Fund Operating accounts and Capital accounts. The estimated expenditure for the current fiscal year is included in the adopted budget. Requisitions will be entered on an as-needed basis. Purchases will be budgeted in future fiscal years to align with the contract terms and expenditures. The City will only pay for items purchased and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Cooperative Pricing
Exhibit 3: Presentation
Exhibit 4: Ordinance and Contract

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Tom Gramer, 940-349-7467.

Legal point of contact: Leah Bush at 940-349-8333.

60

Section 13: Ford Vehicles

Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price:	$57,328.00	Total:	$57,328.00

Manufacturer: Ford

Manufacturer #: F6E

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 13: Ford Vehicles

Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price: $49,555.00 Total: $49,555.00

Manufacturer: Ford

Manufacturer #: F6A

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 13: Ford Vehicles

Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab -** Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price:	$57,900.00	Total:	$57,900.00

Manufacturer: Ford

Manufacturer #: F6D

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 13: Ford Vehicles

Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price:	$51,151.00	Total:	$51,151.00

Manufacturer: Ford

Manufacturer #: F7A

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 13: Ford Vehicles

Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

Unit Price:	$59,497.00	Total:	$59,497.00

Manufacturer: Ford

Manufacturer #: F7D

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ford Options

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Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ford Options

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Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ford Options

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Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Third Party Option List 723-23

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Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Third Party Option List 723-23

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Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

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Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

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Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

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Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model M2-106 -** Medium Duty, Cab, Class 6 - 8; Cab and chassis, 66,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model 108SD -** Heavy Duty, Cab, Class 7/8, Cab and chassis, 3169,000# GVW, Eaton 9 speed transmission, 520 - 1250 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model M2-112 -** Heavy Duty, Cab, Class 7/8, and chassis, 52,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model M2-112 Natural Gas** - Heavy Duty, Cab, Class 7/8, and chassis, 66,000# GVW, Detroit DD13 250 - 320 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model Cascadia 125** - Heavy Duty, Class 8, Cab and chassis, 52,000# GVW, Detroit DD15 350 - 615 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model Natural Gas -** Heavy Duty, Class 8, Cab and chassis, 60,600# GVW, Detroit DD15 400 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model 114SD -** Heavy Duty, Class 7/8, Cab and chassis, 92,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model 114SD Natural Gas -** Heavy Duty, Class 7/8, Cab and chassis, 62,000# GVW, Detroit DD13 260 - 400 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model eCascadia -** Heavy Duty, Class 8, Cab and chassis, 82,000# GVW, Detroit DD15425 HP (317 kW), Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model eM2 -** Medium Duty, Cab, Class 6/7, Typical Range 180 - 250 Miles, Cab and chassis, 26,000 - 33,000# GVW, Class 6 Continuous Horsepower, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 16: Freightliner Vehicles

Base Model Price for **Freightliner Model EconicSD -** Heavy Duty, Class 8, Cab and chassis, Detroit DDS HP 350, Allison Automatic 3000 series 6-speed, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

86

Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

87

Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

88 **Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

89 **Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

90 **Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

91 **Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

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Section 19: Hino Vehicles

Base Model Price for **Hino L7 -** Medium Duty, Day Cab, 33,000 GVWR, Engine: Cummins B6.7L 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Unit Price:	$65,514.00	Total:	$65,514.00

Manufacturer: Hino

Manufacturer #: L7

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 19: Hino Vehicles

Base Model Price for **Hino L6** - Medium Duty, Day Cab, 23,000 GVWR, Engine: Cummins B6.7L 240 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Unit Price:	$57,095.00	Total:	$57,095.00

Manufacturer: Hino

Manufacturer #: L6

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 19: Hino Vehicles

_Base Model Price for **Hino XL7** - Medium Duty, Day Cab, 33,000 GVWR, Engine: Cummins L9 300 hp at 2,200 rpm, complete with all manufacturer's standard equipment.

Unit Price:	$71,427.00	Total:	$71,427.00

Manufacturer: Hino

Manufacturer #: XL7

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 19: Hino Vehicles

Base Model Price for **Hino XL8** - Medium Duty, Conventional Cab, 33,000 GVWR, Engine: Cummins L9 300 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Unit Price: $72,567.00 Total: $72,567.00

Manufacturer: Hino

Manufacturer #: XL8

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

97 **Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

98 **Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

99 **Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

100 **Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Third Party Option List 723-23

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Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

102

Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

103

Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

104

Section 22: International Vehicles

Base Model Price for **International HV507 4x4 -** Severe Duty, Class 6-7, Cummins B6.7 200 hp,10,000 front axle, 17,500 rear axle, air brakes,6 speed transmission, complete with all manufacturer's standard equipment.

Unit Price: $80,253.00 Total: $80,253.00

Manufacturer: International

Manufacturer #: HV507

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 22: International Vehicles

Base Model Price for **International HV607 6x4** - Severe Duty, Class 8, Cummins L9 260 hp, 10,000# front axle,40,000# rear axle, 10 speed transmission, air brakes, complete with all manufacturer's standard equipment.

Unit Price: $75,879.00 Total: $75,879.00

Manufacturer: International

Manufacturer #: HV607

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 22: International Vehicles

Base Model Price for **International MV607 4x2** - Medium Duty, Class 6-7, Cummins B6.7 200 hp, 8000# front axle, hydraulic brakes, 17,500# rear axle, 6 speed transmission, complete with all manufacturer's standard equipment.

Unit Price:	$59,692.00	Total:	$59,692.00

Manufacturer: International

Manufacturer #: MV607

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 22: International Vehicles

Base Model Price for **International HV613** - Severe Duty, Class 6-7, International A26 450 hp, 16,000# front axle, 40,000# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 22: International Vehicles

Base Model Price for **International HV607 4x2** - Severe Duty, Class 6-7, Cummins B6.7 200 hp, 10,000# front axle, 17,500# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.

Unit Price:	$63,149.00	Total:	$63,149.00

Manufacturer: International

Manufacturer #: HV607

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 22: International Vehicles

Base Model Price for **International MV60E - Electric**, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 22: International Vehicles

Base Model Price for **International Lonestar** - Heavy Duty, Class 8, Cummins X15 565 565 565 hp, 18 speed transmission, 13,200# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

111	**Section 22: International Vehicles** Base Model Price for **International HX520** - Severe Duty, Class 8, Cummins X15 565 hp, 18 speed transmission, 14,600# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

112	**Section 22: International Vehicles** Base Model Price for **International HX615 -** Severe Duty, Class 8, International A26 430 hp, 6 speed transmission, 20,000# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment. ***No Bid***
	Manufacturer: *No response*
	Manufacturer #: *No response*
	Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 22: International Vehicles

Base Model Price for **International HX620 6x4** - Heavy Duty, Class 8, Cummins X15 450 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.

Unit Price: $99,263.00 Total: $99,263.00

Manufacturer: International

Manufacturer #: HX620

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 22: International Vehicles

Base Model Price for **International LT625 6x4** - Heavy Duty, Class 8, International A26 410 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.

Unit Price: $107,286.00 Total: $107,286.00

Manufacturer: International

Manufacturer #: LT625

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 22: International Vehicles

Base Model Price for **International HV513 4x2** - Heavy Duty, Class 8, International A26 365 hp, 12,000# front axle, 23,000# rear axle, air brakes, 10 speed transmission, complete with all manufacturer's standard equipment.

Unit Price:	$79,854.00	Total:	$79,854.00

Manufacturer: International

Manufacturer #: HV513

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 22: International Vehicles

Base Model Price for **International RH613 4x2** - Heavy Duty, Class 8, International A26 370 hp, 12,000# front axle, 23,000# rear axle, 10 speed, air brakes, complete with all manufacturer's standard equipment.

Unit Price:	$83,312.00	Total:	$83,312.00

Manufacturer: International

Manufacturer #: RH613

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

117	**Section 22: International Vehicles** Base Model Price for **International CV515** - Medium Duty, Class 4-5, International 6.6 350 hp, Allison automatic,6000# front axle, 10,000# rear axle, hydraulic brakes, complete with all manufacturer's standard equipment. Unit Price: $55,273.00 Total: $55,273.00 Manufacturer: International Manufacturer #: CV515 Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

OEM Published Opt. Disclosure

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Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

OEM Published Opt. Disclosure

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Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

OEM Published Opt. Disclosure

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Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

OEM Published Opt. Disclosure

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Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Third Party Option List 723-23

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Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

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Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

125

Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

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Section 25: Isuzu Vehicles

Base Model Price for **Isuzu Cabover NPR** - Class 3, Standard Cab, 12,000 GVWR, 6.6L GenV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$40,308.00	Total:	$40,308.00

Manufacturer: Isuzu

Manufacturer #: 1C1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles

BasBase Model Price for **Isuzu Cabover FTR** - Class 6, Standard Cab, 25,950 GVWR, Cummins B6.7L, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price: $71,440.00 Total: $71,440.00

Manufacturer: Isuzu

Manufacturer #: MT1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles

Base Model Price for **Isuzu Cabover FVR** - Class 7, Standard Cab, 33,000 GVWR, Cummins B6.7L, Diesel engine 260, complete with all manufacturer's standard equipment.

Unit Price:	$77,524.00	Total:	$77,524.00

Manufacturer: Isuzu

Manufacturer #: MV1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles

Base Model Price for **Isuzu Cabover NPR-HD** – Class 4, Standard Cab, 14,500 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$43,249.00	Total:	$43,249.00

Manufacturer: Isuzu

Manufacturer #: 3F1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles

Base Model Price for **Isuzu Cabover NQR** - Class 5, Standard Cab, 17,950 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price: $46,587.00 Total: $46,587.00

Manufacturer: Isuzu

Manufacturer #: 1R2

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Third Party Option List 723-23

137 **Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

138 **Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

139 **Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

140 **Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model C500** - Heavy Duty, 150,000 lb. GVWR, Conventional Cab, Cummins ISX 15 Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T180** - Medium Duty, 19,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T280** - Medium Duty, 26,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T380** - Medium Duty, Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T480** - Medium Duty, Class 8, 66,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model K270** - Medium Duty, Class 6, 26,000 lb. GVWR, COE Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

146	**Section 28: Kenworth Vehicles** Base Model Price for **Kenworth Model K270E -** Medium Duty, Class 6, 26,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200-mile range, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

147	**Section 28: Kenworth Vehicles** Base Model Price for **Kenworth Model K370 -** Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batterie, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model K370E -** Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200 mile range, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T680 - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine**, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T680 FCEV -** Heavy Duty, Class 8, 82,000 lbs Max GVWR, Conventional Cab, Toyota's 310kW Dual Motor Assembly/415 Hp and Gen 2 Dual Fuel Cell Module, 58.8 Kg Hydrogen Storage, 450 Miles of Range, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T680E** - Heavy Duty, Class 8, Conventional Cab, 396 kWh battery, CCS1 DC Fast Charging, 150 Miles of Range, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

152	**Section 28: Kenworth Vehicles** Base Model Price for **Kenworth Model T800** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment. ***No Bid***
Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T880** - Medium Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model W900L** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, Extended Hood, Cummins X15 Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model W990 -** Heavy Duty, Conventional Cab, PACCAR MX-13 Engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

160

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

161 **Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

162 **Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

163 **Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

164 **Section 31: Mack Vehicles**

Base Model Price for **Mack Granite -** Heavy Duty, Class 8, 35,000 - 92,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, Eaton-Fuller Manual Transmission, front axle Mack UniMax Axles with Integrated Hub, Drive Axles Meritor "S" Cam Q-Plus Brakes, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

165

Section 31: Mack Vehicles

Base Model Price for **Mack TERRAPRO** - Heavy Duty, Class 8, 35,000 - 81,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, mDRIVE HD and XHD Transmission, front axle Mack UniMax, Drive Axles Mack C150/151 Series, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 22: Mack Vehicles

Base Model Price for **Mack LR -** Heavy Duty, Class 8, Low Entry Cabover, 43,000 - 72,000 GVW, Mack MP7 engine, 320-355 HP, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack C150/151 Axle Carriers, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

167

Section 31: Mack Vehicles

Base Model Price for **Mack LR Electric** - Heavy Duty, Low Entry Cabover, 66,000 lbs GVWR, 2 AC motors with 400kW Peak (536 hp) & 334 kW (448 hp) continuous power, 4 NMC lithium-ion batteries, 600V, Up to 150kW charge power with max current of 200A, 550-750 volts charging system, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack S462R, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 31: Mack Vehicles

Base Model Price for **Mack Pinnacle -** Heavy Duty, Class 8, 35,000 - 62,000 GVW, Mack MP8 engine, day cab, 415-505 HP, Maxitorque ES transmission, S38/40 Series Axle, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

169

Section 31: Mack Vehicles

Base Model Price for **Mack MD Series** - Heavy Duty, Cummins B6.7 Engine, 220hp/600 lb. ft, Allison 2500HS 6-speed transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

170	**Section 31: Mack Vehicles** Base Model Price for **Mack MD Electric** - Heavy Duty, Class 6, NMC Battery packs, CCS1 Charging, 140 miles (2 batteries) max range, 150 KWH battery capacity (2 batteries), 260 Peak HP, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

171

Section 31: Mack Vehicles

Base Model Price for **Mack Anthem** - Heavy Duty, Class 8, 35,000 - 62,000 GVW, MP7 Engine, 415 - 505 HP, day cab, Eaton-Fuler transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

172

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

173

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

174

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

175

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

176

Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

177 **Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

178 **Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

179 **Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

180 **Section 34: Mitsubishi Vehicles**
Base Model Price for **Mitsubishi Cabover TV -** Heavy Duty, 33,500 GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, G330-12K, Electronic-automated unsynchronized transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsubushi Cabover Canter -** Light Duty, 6,500 GVW, 4V21 engine, Synchromesh manual transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

182	**Section 34: Mitsubushi Vehicles** Base Model Price for **Mitsbushi Cabover FA/FI** - Medium Duty, 9,600 GVW, Compression Ignition,4 Stroke, Direct injection, Turbo charged diesel engine, MO36S6, Mechanical, 6 forward + 1 reverse transmission, complete with all manufacturer's standard equipment. ***No Bid***

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabover Fighter** - Medium Duty, 7.5t GVW, 4V20 Intercooler Turbo engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabover FJ -** Heavy Duty, 25,000 GVW, Compression Ignition, 4 Stroke, Direct Injection, Turbo charged inter cooled engine, G85 Synchromesh type 6 Forward + 1 Reverse manual transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabover FO -** Heavy Duty, 31,000 Max GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, 9-speed manual transmission, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 34: Mitsubushi Vehicles

Base Model Price for **Mitsbushi Cabovere Canter Electric -** Light Duty, GVW 6t Class, Standard cab, all electric, S Battery, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 35: Mitsubushi Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

189

Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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190 **Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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191 **Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

192 **Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

193 **Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

194 **Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

195 **Section 37: Peterbilt Vehicles**

Base Model Price for **Peterbilt Model 220 -** Medium Duty, Cab over engine, Paccar PX7 engine, 220 HP, Allison 2500 HS transmission, 26,000 GVWR, front gross axle weight 12,000 lbs., rear gross axle weight 17,000-21,000 lbs., complete with all manufacturer's standard equipment.

Unit Price: $79,029.00 Total: $79,029.00

Manufacturer: Peterbilt

Manufacturer #: 220

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 520 -** Heavy Duty, Cab over engine, Paccar PX9 350 HP, 3000 RDS transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 12,000-22000 lbs., rear gross axle weight 23,000-46- lbs., complete with all manufacturer's standard equipment.

Unit Price: $133,250.00 Total: $133,250.00

Manufacturer: Peterbilt

Manufacturer #: 520

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 365 -** Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.

Unit Price: $127,188.00 Total: $127,188.00

Manufacturer: Peterbilt

Manufacturer #: 365

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 367 -** Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.

Unit Price: $135,679.00 Total: $135,679.00

Manufacturer: Peterbilt

Manufacturer #: 367

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 389 -** Heavy Duty Conventional cab, Paccar MX-13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000 lbs., rear gross axle weight 38,000 lbs., 50,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.

Unit Price: $136,354.00 Total: $136,354.00

Manufacturer: Peterbilt

Manufacturer #: 389

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 589** - Heavy Duty, Engine PACCAR MX-13, Transmissions PACCAR TX-12, Front Axle PACCAR, Dana, Meritor, Rear Axle PACCAR, Dana, Meritor, complete with all manufacturer's standard equipment.

Unit Price:	$136,418.00	Total:	$136,418.00

Manufacturer: Peterbilt

Manufacturer #: 589

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 548** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

Unit Price: $84,760.00 Total: $84,760.00

Manufacturer: Peterbilt

Manufacturer #: 548

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 567** - Medium Duty, Conventional Areo cab vocational unit, Paccar MX13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs., rear gross axle weight 21,000-70,000 lbs., 33,000 and up GVWR, 115" BBC, complete with all manufacturer's standard equipment.

Unit Price: $123,327.00 Total: $123,327.00

Manufacturer: Peterbilt

Manufacturer #: 567

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 537** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

Unit Price:	$74,416.00	Total:	$74,416.00

Manufacturer: Peterbilt

Manufacturer #: 537

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 536 -** Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

Unit Price:	$74,765.00	Total:	$74,765.00

Manufacturer: Peterbilt

Manufacturer #: 536

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 535 -** Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

Unit Price: $73,625.00 Total: $73,625.00

Manufacturer: Peterbilt

Manufacturer #: 535

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 37: Peterbilt Vehicles

Base Model Price for **Peterbilt Model 579 -** Heavy Duty, Aero cab, Paccar MX-13 engine, 455 HP, Paccar 12-Speed Auto transmission, front gross axle weight 12,000-20,000 lbs., rear gross axle weight 38,000-46,000 lbs., 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.

Unit Price: $129,816.00 Total: $129,816.00

Manufacturer: Peterbilt

Manufacturer #: 579

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Dislosure

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Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

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Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

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Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Option Disclosure

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Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Third Party Option List 723-23

212

Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

213

Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate Price: $225.00 Total: $225.00

214

Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee Price: $4.65 Total: $4.65

215

Section 40: Volvo Vehicles

Base Model Price for **Volvo VNL -** Heavy Duty, 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

216

Section 40: Volvo Vehicles

Base Model Price for **Volvo VNX** - Heavy Duty 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

217	**Section 40: Volvo Vehicles** Base Model Price for **Volvo VNR** - Heavy Duty 113" BBC, 33,000 GVW, Fuller 10 speed transmission, D11 engine, conventional cab, single axle, complete with all manufacturer's standard equipment. ***No Bid***
Manufacturer:	*No response*
Manufacturer #:	*No response*
Item Notes:	**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

218

Section 40: Volvo Vehicles

Base Model Price for **Volvo VNR Electric** - Up to 230 miles, Up to 33,000 GVW, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

219	**Section 40: Volvo Vehicles** Base Model Price for **Volvo VAH -** Heavy Duty 113.6" Daycab designed to provide outstanding performance for urban deliveries. Volvo D11 325-425 hp 1250-1550 lb.- ft. Volvo I-Shift - 12 speed Eaton - 10 speed, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

220

Section 40: Volvo Vehicles

Base Model Price for **Volvo VHD** - Heavy Duty Volvo D11 325-425 hp 1250-1550 lb-ft. Volvo D13 405-500 hp 1450-1900 lb-ft, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

221

Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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222 **Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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223 **Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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224 **Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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225 **Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

226 **Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

227 **Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

228 **Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**
Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

229 **Section 43: Western Star Vehicles**
Base Model Price for **Western Star 47X** - Medium Duty, Engine Displacement 9L to 13L Horsepower/ Torque 260/860 to 525/1,850, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 43: Western Star Vehicles

Base Model Price for **Western Star 49X -** Medium Duty, Engine Displacement 12L to 16L Horsepower/ Torque 350/1,350 to 605/2,050, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes:

PROPOSAL NOTE 1: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 43: Western Star Vehicles

Base Model Price for **Western Star 57X -** Heavy Duty, Engine Detroit DD13 Gen 5 370-525 HP, 1250-1850 lb.-ft, Transmission Detroit DT12 Direct and Overdrive AMT, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor’s must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

233

Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

234

Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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235 **Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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236 **Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

237 **Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

238 **Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed hourly labor rate for Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

239 **Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

Not to Exceed per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity: 1 UOM: Per Mile Delivery Fee

No Bid

240 **Section 1: Autocar Vehicles (Addendum No. 1)**

Base Model Price for **Autocar ACTT 4x2** – Terminal tractor, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins B6.7 200 HP with Allison 3000 RDS, 4 speed transmission, diesel engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer: *No response*

Manufacturer #: *No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

241

Section 1: Autocar Vehicles (Addendum No. 1)

Base Model Price for **Autocar ACTT 6x4** – Terminal tractor, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins B6.7 200 HP with Allison 3000 RDS, 4 speed transmission, diesel engine, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

242	**Section 4: Battle Motors Vehicles (Addendum No. 1)** Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 6x4 – Diesel** - Heavy Duty, Low Narrow Tilt Crew Cab, Bas 6 - 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3500 RDS transmission, front axel 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

243

Section 4: Battle Motors Vehicles (Addendum No. 1)

Base Model Price for **Battle Motors Low Entry Tilt 2 (LET2) 6x4 – Diesel** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs,single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

244	**Section 4: Battle Motors Vehicles (Addendum No. 1)** Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 6x4 – Electric -** Heavy Duty, Low Narrow Tilt Cab, Class 6 - 8, GVWR 26,000 - 54,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Direct Drive transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment. ***No Bid*** Manufacturer: *No response* Manufacturer #: *No response* Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 4: Battle Motors Vehicles (Addendum No. 1)

Base Model Price for **Battle Motors Low Entry Tilt II (LET2) 6x4 – Electric -**Heavy Duty, Low Entry Tilt Cab, Class 6-8, GVWR 33,000 - 72,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Two Speed Powershift transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

No Bid

Manufacturer:	*No response*
Manufacturer #:	*No response*

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

246	**Section 19: Hino Vehicles (Addendum No.1)** Base Model Price for **HINO L6** - Medium Duty, Day Cab, 23,000 GVWR, Engine: Cummins B6.7L 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

Unit Price: $57,095.00 Total: $57,095.00

Manufacturer: Hino

Manufacturer #: L6 23,000 GVWR

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 19: Hino Vehicles (Addendum No.1)

Base Model Price for **HINO M4** - Day Cab, 14,500 GVWR, Engine: JO5E-tp 5-liter diesel, Type: Diesel 4-cycle, 4 cylinder in
line, 210HP at 2,500RPM, complete with all manufacturer's standard equipment.

Unit Price: $34,976.00 Total: $34,976.00

Manufacturer: Hino

Manufacturer #: M4

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

248	**Section 19: Hino Vehicles (Addendum No.1)** Base Model Price for **HINO M5** - Day Cab, 19,500 GVWR, Engine: JO5E-tp 5-liter diesel, Type: Diesel 4-cycle, 4 cylinder in, 210HP at 2,500RPM, complete with all manufacturer's standard equipment.

Unit Price: $41,653.00 Total: $41,653.00

Manufacturer: Hino

Manufacturer #: M5

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles (Addendum No. 1)

_Base Model Price for **Isuzu Cabover NPR** - Class 3, Crew Cab, 12,000 GVWR, 6.6L GenV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$46,587.00	Total:	$46,587.00

Manufacturer: Isuzu

Manufacturer #: 1D3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles (Addendum No. 1)

_Base Model Price for I**suzu Cabover NPR-HD** - Class 4, Standard Cab, 14,500 GVWR, 6.6L GenV, 8- Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$42,426.00	Total:	$42,426.00

Manufacturer: Isuzu

Manufacturer #: 1F1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

251	**Section 25: Isuzu Vehicles (Addendum No. 1)** Base Model Price for **Isuzu Cabover NPR-HD** - Class 4, Crew Cab, 14,500 GVWR, 6.6L GenV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price: $48,699.00 Total: $48,699.00

Manufacturer: Isuzu

Manufacturer #: 1G3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NQR** - Class 5, Crew Cab, 17,950 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$52,971.00	Total:	$52,971.00

Manufacturer: Isuzu

Manufacturer #: 1S3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NPR-XD** – Class 4, Standard Cab, 16,000 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$44,563.00	Total:	$44,563.00

Manufacturer: Isuzu

Manufacturer #: 3Y1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NPR-XD** – Class 4, Crew Cab, 16,000 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$48,841.00	Total:	$48,841.00

Manufacturer: Isuzu

Manufacturer #: 3Z3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NRR** – Class 5, Standard Cab, 19,500 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$47,766.00	Total:	$47,766.00

Manufacturer: Isuzu

Manufacturer #: 1U2

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles (Addendum No. 1

Base Model Price for **Isuzu Cabover NRR** – Class 5, Crew Cab, 19,500 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

Unit Price:	$54,153.00	Total:	$54,153.00

Manufacturer: Isuzu

Manufacturer #: 1V3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NRR** – Class 5, Standard Cab, 19,500 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder, Deisel engine, complete with all manufacturer's standard equipment.

Unit Price:	$47,766.00	Total:	$47,766.00

Manufacturer: Isuzu

Manufacturer #: 1U2

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NRR** – Class 5, Crew Cab, 19,500 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$52,858.00	Total:	$52,858.00

Manufacturer: Isuzu

Manufacturer #: 3V3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NQR** - Class 5, Standard Cab, 17,950 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$47,086.00	Total:	$47,086.00

Manufacturer: Isuzu

Manufacturer #: 3R1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for Isu**zu Cabover NQR** - Class 5, Crew Cab, 17,950 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price:	$51,325.00	Total:	$51,325.00

Manufacturer: Isuzu

Manufacturer #: 3S3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover FVR** - Class 6 De-rated, Standard Cab, 25,950 GVWR, Cummins B6.7L, Diesel engine 260, complete with all manufacturer's standard equipment.

Unit Price:	$77,399.00	Total:	$77,399.00

Manufacturer: Isuzu

Manufacturer #: MW1

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

262	**Section 25: Isuzu Vehicles (Addendum No. 1)** Base Model Price for **Isuzu Cabover FVR** - Class 6 De-rated, Crew Cab, 25,950 GVWR, Cummins B6.7L, Diesel engine 260, complete with all manufacturer's standard equipment

	Unit Price: $77,399.00	Total:	$77,399.00
Manufacturer:	Isuzu		
Manufacturer #:	MW1		

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

263

Section 25: Isuzu Vehicles (Addendum No. 1)

Base Model Price for **Isuzu Cabover NPR-HD** – Class 4, Crew Cab, 14,500 GVWR, 5.2L I4 Turbocharged, Diesel engine, complete with all manufacturer's standard equipment.

Unit Price: $47,521.00 Total: $47,521.00

Manufacturer: Isuzu

Manufacturer #: 3G3

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

264

Line deleted as part of an Addendum

265

Line deleted as part of an Addendum

Response Total: $3,806,069.25

Purchase and Repairs of Peterbilt Trucks
Rush Truck Centers of Texas, L.P.
Fleet Services - 9009

Nicole Brasher

Administration Manager

6/16/2026

File ID 26-0724



Buy Board Cooperative Network
Medium and Heavy-Duty Trucks, Parts, and Maintenance

- The City of Denton Fleet Services Department purchases, repairs, and maintains various types of heavy-duty equipment utilized by departments, including Solid Waste, Streets, and Wastewater, that supports City's services, such as street cleaning and maintenance, refuse pick up, debris removal, and water line flushing.
- The repair services provided by this contract ensure that assets requiring specialized diagnostic equipment and technical knowledge remain operational.
- All vehicle and equipment acquisitions will be processed through the City's budgeting processes.
- The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

Contract Estimate

Contract Estimate by Year

Category	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
Asset Additions	-	$330,000	$340,000	$350,000	$360,000	$1,380,000
Asset Replacements	$1,920,000	$1,980,000	$2,040,000	$1,750,000	$1,800,000	$9,490,000
Repair Services	$ 610,000	$620,000	$620,000	$630,000	$630,000	$3,110,000
Sub Total	**$ 2,530,000**	**$ 2,930,000**	**$ 3,000,000**	**$ 2,730,000**	**$ 2,790,000**	**$ 13,980,000**
Contingency 5%	$126,500	$146,500	$150,000	$136,500	$139,500	$699,000
Total	**$ 2,656,500**	**$ 3,076,500**	**$ 3,150,000**	**$ 2,866,500**	**$ 2,929,500**	**$ 14,679,000**

Acquisitions by Department

Department	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
Solid Waste	5	3	6	4	2	20
Streets		1	1	1	1	4
Wastewater	1	3	1	1	2	8
Total	**6**	**7**	**7**	**6**	**5**	**32**

Contract Estimate by Fund

Fund	Repair Services	Asset Additions	Asset Replacements
General Fund	4%	20%	13%
Utilities	96%	80%	87%

Asset Acquisition Example



Peterbilt 520
Acquisition Price: $ 330,000.00

The charts highlight the contract's estimated cost breakdown by fiscal year, the projected acquisition schedule based on the addition and replacement of assets, and the utilization rate by fund for acquisitions and services, all of which will be routed through the City's collaborative budgeting process.

Recommendation

Staff recommends approval of a one-year, with four additional one-year extension, in the total five-year not-to-exceed amount with Rush Trucks Center of Texas, L.P. of $14,679,000.

Questions?

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RUSH TRUCK CENTERS OF TEXAS, L.P., THROUGH THE BUY BOARD COOPERATIVE PURCHASING NETWORK CONTRACT NO. 723-23, FOR THE ACQUISITION, REPAIRS, AND MAINTENANCE OF PETERBILT TRUCKS FOR THE FLEET SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 9009 – AWARDED TO RUSH TRUCK CENTERS OF TEXAS, L.P., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $14,679,000.00).

WHEREAS, pursuant to Ordinance 2005-034, the Buy Board Cooperative Purchasing Network has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the Buy Board Cooperative Purchasing Network programs at less cost than the City would expend if bidding these items individually; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the "File Number" referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

FILE NUMBER	VENDOR	AMOUNT
9009	Rush Truck Centers of Texas, L.P.	$14,679,000.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to the Buy Board Cooperative Purchasing Network for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards,

quantities, and for the specified sums contained in the bid documents and related documents filed with the Buy Board Cooperative Purchasing Network and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by the Buy Board Cooperative Purchasing Network, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to the Buy Board Cooperative Purchasing Network, and the quantities and specified sums contained in the City's purchase orders and related documents referenced herein are approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval of purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

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Docusign City Council Transmittal Coversheet

COOP	9009
File Name	Purchase and Repair of Peterbilt Trucks
Purchasing Contact	Kayla Clark
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND RUSH TRUCK CENTERS OF TEXAS, L.P.
(File # 9009)

THIS CONTRACT is made and entered into this date _____, by and between RUSH TRUCK CENTERS OF TEXAS, L.P. a Texas Limited Partnership, whose address is 555 IH 35 South New Braunfels, TX 78130, hereinafter referred to as "Supplier," "Contractor," or "Vendor" and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Supplier shall provide products and services in accordance with the Supplier's Buyboard Cooperative Purchasing Contract, #723-23, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B" ("Buyboard Contract")**. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) Buyboard Cooperative Purchasing Contract #723-23 with RUSH TRUCK CENTERS OF TEXAS, L.P., **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Insurance Requirements **(Exhibit "D");**
(e) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "E")**

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel
Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies
Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy***

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companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

BY:
SUPPLIER
Signed by:
Richard Rechtien
517E461602A64DB...
RUSH TRUCK CENTERS OF TEXAS, L.P.
Authorized Signature

Printed Name: Richard Rechtien

Title: RGM

Email Address: rechtienr@rushenterprises.com

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Signed by:
Leah Bush
3A6254145BDA469...

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

DocuSigned by:
Tom Gramer
7B58DA8FCE3F49C...
SIGNATURE

Director
TITLE

Facilities
DEPARTMENT

File 9009

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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 unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

2. Total Contract Amount

The contract total shall not exceed $14,679,000. Pricing shall be per Exhibit B on file at the office of the Purchasing Agent as may be updated by Supplier from time to time in accordance with the terms of the Buyboard Contract.

3. Additonal Fees

Line #	Description	UOM	Unit
2	OT Labor Rate	EA	$225.00
3	BB Rate hourly labor rate for Paint and Body Repair.	EA	$225.00
6	Field Service Rate	EA	$225.00
7	Field Service OT Rate	EA	$225.00
Fees			
8	Shop Supplies (Per Invoice) 10% of labor	LS	10.0%
11	Freight (From Rush to City) (Freight is not paid from, vendor to Rush)	LS	5% markup
12	EPA Fee	EA	$4.00
13	Travel Labor per hour (called Drive time on our invoices)	EA	$75.00
14	Per mile delivery fee for Medium and Heavy-Duty Trucks.	EA	$4.65
15	Sublet	LS	25%
NOTE: Pricing may be updated by Supplier from time to time in accordance with the terms of the Buyboard Contract.			

4. Additional Service Terms

A. Rates; Authorization; Additional Repairs. Supplier's charges for labor are not based on actual

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mechanic's time but are established by multiplying RUSH's labor rate by industry time allowances or Supplier's own judgment of the time to be charged. If an estimate is provided, the City will not be charged more than the estimated price approved by the City. However, if Supplier discovers that different or additional repairs are indicated, the City will be contacted for authorization to make such additional repairs. Authorization may be given by the City orally or in written form, including email. In the event that the City authorizes commencement but does not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly, or partially completed work. Such charge will be directly related to the actual amount of mechanic's time and/or parts involved in the inspection, repair, or service performed. Supplier will submit warranty claims on behalf of the City for manufacturers for whom it is authorized to perform warranty service; however, the City understands and agrees that it is responsible for full payment for any Services provided that are not covered by warranty. Supplier is not responsible for any loss, damage, or other liability caused by, arising from, or related to repair or maintenance work recommended by Supplier that is declined by the City. The City agrees that Supplier employees may operate the City's vehicle for purposes of facilitating the repairs, including but not limited to diagnosing, road testing, and sublet services.

B. OEM Parts. The City acknowledges that estimates for non-warranty repairs may include parts not made by the original manufacturer. Parts used in the non-warranty repair of customer's vehicle by other than the original manufacturer are required to be at least equal in like kind and quality in terms of fit, quality and performance to the original manufacturer parts they are replacing.

C. Damage; Theft. When City vehicles are on Supplier's repair site, Supplier is responsible for loss of or damage to a vehicle due to or arising from fire, weather, theft, negligence, or intentional misconduct of Supplier or its employees. Supplier is not responsible for any loss or damage to articles of personal property that have been left in the vehicle or for loss or damage to any cargo, materials or supplies carried on or in a vehicle, whatever the cause and the City is responsible for removing such items prior to delivery of the vehicle for service.

D. Communication Consent; Use of Repair Data. Vehicle maintenance service and repair information arising from or created as a result of maintenance and repair services provided by Supplier to the City, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Supplier and such Maintenance Third Parties to support and enhance vehicle repair services provided to Supplier and the Maintenance Third Parties' customers. The City also authorizes Supplier and the Maintenance Third Parties to use and disclose Vehicle Repair Data to third parties for any purpose in an anonymous or aggregated form that does not identify the City.

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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 the deliverables or at the time the City receives title to the

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deliverables if title is conveyed before the City receives possession.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The place of delivery shall be that set forth in the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so and the parties will in good faith agree upon an amount to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such agreed upon amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.
A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

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B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA) ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:

A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on

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the remittance address specified on the Contractor's invoice.
C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.
F. Contractor must submit invoices no later than thirty (30) calendar days after termination or expiration of the Contract. Any invoices sent after that date will be considered noncompliant and will not be approved for payment.

13. **PAYMENT**:
A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.
B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.
D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;
iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

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F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (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 agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract

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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**:

A. Any warranties on any new goods sold by Contractor are limited only to any printed warranty provided by the applicable manufacturer of the goods. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE GOODS ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED. .

B. Recycled deliverables shall be clearly identified as such.

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C. The Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations ("Services").

A. Reserved.

B. Unless otherwise specified in the Contract, the Services warranty period shall be ninety (90) days from the completion of the Services. The City's sole and exclusive remedy under the Services Warranty is the repair of any nonconforming portion of the Services. CONTRACTOR PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Contractor for the City.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract and does not cure such failure within thirty (30) calendar days after receiving written notice from the City of such failure, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise.

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27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, NEITHER PARTY WILL BE RESPONSIBLE IN ANY MANNER, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, FOR ANY: CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGE OF ANY NATURE, INCLUDING ANY LOSS OF ACTUAL OR EXPECTED PROFITS, SALES, OR GOODWILL.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the

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reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to endeavor to perform all obligations within the timeframes required. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties; and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" means negligence willful misconduct.

B. **THE CONTRACTOR SHALL DEFEND , INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS TO THE PROPORTIONATE EXTENT SUCH INDEMNIFIED CLAIMS ARISE OUT OF, ARE INCIDENT TO, CONCERN OR RESULT FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. CONTRACTOR SHALL HAVE NO OBLIGATION TO INDEMNIFY FOR THE CITY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

33. **LIMITATION OF LIABILITY**: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **INSURANCE**: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of

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Texas and satisfactory to the City of Denton. The City of Denton reserves the right to request insurance during the contract term.
B. Specific Coverage Requirements: Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

35. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing, with a copy to: Rush Enterprises, Inc., 555 IH35 South, New Braunfels, TX 78130. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS RESERVED**:

39. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use

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the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES RESERVED**.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethics Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge,

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expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. **SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, Contractor may engage subcontractors to provide or assist in providing the Services, in which case Contractor remains responsible for the fulfillment of its obligations under this Agreement and for the performance of the Services. Contractor will be further responsible for the acts and omissions of its subcontractors to the same extent as if done by Contractor directly.

47. **NO GIFT OF PUBLIC PROPERTY**: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an

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express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of

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participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
C. The parties shall not be required to submit to binding arbitration.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

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The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:

A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable only if federal funds are used to finance the agrement. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

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v. “Foreign end product” means an end product other than a domestic end product.
vi. “United States” means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled “Buy American Act Certificate”.

61. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. **PREVAILING WAGE RATES:** In the event that federal funds are used, the Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2’s to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers’ Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers’ Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor’s omission or breach of this Section.

66. **ATTORNEY’S FEES; LEGAL COSTS:** Each party shall bear its own attorney’s fees and legal costs, except as expressly required by law.

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67. **DRUG FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages referenced in this Agreement relating to government-owned, leased, or occupied property and equipment, to the extent such damages are caused by the acts or omissions of Contractor and its employees, agents, and subcontractors, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. **RECORDS RETENTION:** The Contractor shall retain all books and records directly related to Contractor's performance and invoicing relating to the performance required in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, unless a longer retention period is required by law. The Contractor shall grant access to all such Contract-related records pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract, upon reasonable advance, written notice and during normal business hours. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i)

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all contracting information related to this contract will be preserved for the duration of the Contract; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City to the extent such information is reasonably necessary to verify compliance with this Contract and is not proprietary or confidential; and (iii) the Contractor shall continue to retain Contract-related records in accordance with this section and applicable state and federal record retention requirements.

73. **PROCUREMENT LAWS**: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. **AUTHORITY**: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

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Exhibit D

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents,

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Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. <u>GARAGE LIABILITY</u>

Garage Liability Insurance, including, but not limited to, Premises/Operations, Automobile, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000 other than Auto-

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each accident, $2,000,000 Other than Auto-aggregate, $1,000,000 Auto-each accident.

The policy shall include:

a) Garage Keepers Liability insurance on a direct primary basis, to include coverage for Comprehensive and Collision, for damage to the CITY'S vehicle(s) in the CONTRACTOR'S care, custody, or control, with losses adjusted on an Actual Cash Value basis, subject to a $1,000,000 policy limit and all policy terms and conditions.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

C. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: $100,000.00 Each Accident
Bodily Injury by Disease: $100,000.00 Each Employee
Bodily Injury by Disease: $500,000.00 Policy Limit

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the

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services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.
By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

RUSH TRUCK CENTERS OF TEXAS, L.P.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by: Richard Rechtien
517E461602A64DB...
Signature of vendor doing business with the governmental entity

4/20/2026
Date

Docusign Envelope ID: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

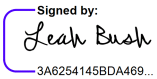
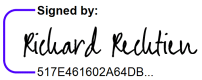
Certificate Of Completion

Envelope Id: A2C2501E-F35E-4B8E-9C75-CDADF3023EB2
Status: Sent
Subject: Please DocuSign: City Council Contract 9009 - Purchase and Repair of Peterbilt Trucks
Source Envelope:
Document Pages: 31
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kayla Clark
901B Texas Street
Denton, TX 76209
kayla.clark@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
4/16/2026 12:51:47 PM
Holder: Kayla Clark
kayla.clark@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Kayla Clark kayla.clark@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 4/16/2026 1:04:56 PM Viewed: 4/16/2026 1:05:30 PM Signed: 4/16/2026 1:11:32 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/16/2026 1:11:34 PM Viewed: 4/16/2026 1:22:41 PM Signed: 4/16/2026 1:23:46 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 4/16/2026 1:23:48 PM Viewed: 4/17/2026 6:41:05 AM Signed: 4/17/2026 8:09:13 AM
Richard Rechtien RechtienR@RushEnterprises.com RGM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/17/2026 10:24:18 AM ID: 0ad0135e-e3db-4130-8a23-5d1b0c9a3898	Signed by:  517E461602A64DB... Signature Adoption: Pre-selected Style Using IP Address: 163.116.253.56	Sent: 4/17/2026 8:09:16 AM Viewed: 4/17/2026 10:24:18 AM Signed: 4/20/2026 5:44:27 AM

Signer Events	Signature	Timestamp
Tom Gramer Tom.Gramer@cityofdenton.com Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  7B58DA8FCE5F49C... Signature Adoption: Pre-selected Style Using IP Address: 2603:8080:f7f0:2f90:14c3:fbac:5cd8:fb1a Signed using mobile	Sent: 4/20/2026 5:44:31 AM Viewed: 4/20/2026 5:45:22 AM Signed: 4/20/2026 5:45:56 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 4/20/2026 5:45:59 AM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/16/2026 1:11:34 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/20/2026 5:46:00 AM Viewed: 4/22/2026 7:34:01 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2026 1:04:56 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Consequences of changing your mind

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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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
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