

**CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND RAGLE, INC.  
(IFB 6390)**

STATE OF TEXAS

§ COUNTY OF DENTON §

THIS AGREEMENT, made and entered into this date \_\_\_\_\_, by and between \_\_\_\_\_ City of Denton of the County of Denton and State of Texas, acting through Todd Hileman thereunto duly authorized so to do, hereinafter termed "OWNER," and Ragle, Inc., P.O. Box 1130, Euless, TX 76039 of the City of Euless, County of Tarrant, and State of Texas, hereinafter termed "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by OWNER, and under the conditions expressed in the bonds attached hereto, CONTRACTOR hereby agrees with OWNER to commence and complete performance of the work specified below:

**IFB #6390 – BONNIE BRAE WIDENING PROJECT, PHASE I**

in the amount of Eleven Million Eight Hundred Ten Thousand Two Hundred Twenty and 07/100 Dollars (\$11,810,220.07) and all extra work in connection therewith, under the terms as stated in the General Conditions of the agreement; and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work specified above, in accordance with the conditions and prices stated in the Proposal and the Performance and Payment Bonds, attached hereto, and in accordance with all the General Conditions of the Agreement, the Special Conditions, the Notice to Bidders (Advertisement for Bids), and Instructions to Bidders, as referenced herein and on file in the office of the Purchasing Agent, and in accordance with the plans, which includes all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, and the Specifications therefore, as prepared by:

Graham Associates, Inc.

all of which are referenced herein and made a part hereof and collectively evidence and constitute the entire contract.

**INDEPENDENT STATUS/NO JOINT VENTURE**

It is mutually understood and agreed by and between City and Contractor that Contractor is an independent contractor and shall not be deemed to be or considered an employee 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. City shall not have supervision and control of Contractor or any employee of Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached

specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement.

Further, nothing in this Agreement shall be construed or interpreted to make OWNER and CONTRACTOR partners or joint venturers, or to make one an agent or representative of the other.

### **INDEMNIFICATION**

**CONTRACTOR COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, OWNER, ITS OFFICERS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF THE WORK AND SERVICES TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OF THE OFFICERS, SERVANTS, OR EMPLOYEES OF THE OWNER. CONTRACTOR LIKewise COVENANTS AND AGREES TO, AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS OWNER DURING THE PERFORMANCE OF ANY OF THE TERMS AND CONDITIONS OF THIS CONTRACT, WHETHER ARISING OUT OF IN WHOLE OR IN PART, ANY AND ALL ALLEGED ACTS OR OMISSIONS OF OFFICERS, SERVANTS, OR EMPLOYEES OF THE OWNER. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

### **CHOICE OF LAW AND VENUE**

This agreement shall be governed by the law of the State of Texas and venue for its construction and enforcement shall lie in the courts of Denton County, Texas.

The CONTRACTOR hereby agrees to commence work on or after the date established for the start of work as set forth in written notice to commence work and complete all work within the time stated in the Proposal, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the Proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

### **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 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.

### **PAYMENT AND PERFORMANCE BONDS**

Contractor will be required to furnish original performance and payment bonds for one hundred (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.

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.

### **LIQUIDATED DAMAGES**

The time of the completion of construction of the project is of the essence of the contract. Should the Contractor neglect, refuse, or fail to complete the construction within the time agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, OWNER shall have the right to deduct from and retain out of such money which may be then due or which may become due and payable to the Contractor the sum of FIVE HUNDRED and no/100 DOLLARS (\$500.00) per day for each and every day, including weekends, that such construction is delayed on its completion beyond the specified time, as liquidated damages and not as a penalty. If the amount due and to become due from OWNER to the Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to OWNER the amount necessary to effect such payment in full. Provided, however, that OWNER shall promptly notify the Contractor in writing of the manner in which the amount is retained, deducted, or claimed as liquidated damages was computed. For computation of extensions of time, the Contractor shall provide OWNER written

notice of each day construction is delayed or prevented, and the reason therefore.

### **FORCE MAJEURE**

OWNER and CONTRACTOR shall not be in default or otherwise liable for any delay in, or failure of, performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy or terrorism, the elements, earthquakes, floods, fires, epidemics, or riots. However, neither the lack of funds, nor the lack of reasonably planning shall be deemed to be a reason beyond a party's reasonable control. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement, and each party shall use commercially reasonable best efforts to limit delays on its part.

### **CONSTRUCTION ACCEPTANCE**

Following initial construction, OWNER shall provide a written "Final Punch List" to CONTRACTOR. CONTRACTOR shall acknowledge receipt of the Final Punch List and notify OWNER, within five (5) business days, of any requirements CONTRACTOR deems inconsistent with OWNER's Standard Specifications. OWNER and CONTRACTOR shall strive to agree on items to be included in the Final Punch List and any corrections shall be made at that time. When the Final Punch List is complete for the entire project, a letter of acceptance will be issued by OWNER. No deviations will be allowed unless approved in writing by OWNER.

### **SEVERABILITY**

If any term or provision of this Agreement is held by a court to be illegal, invalid, or unenforceable, the legality, validity, or enforcement of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each illegal, invalid, or unenforceable term or provision there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

### **ASSIGNABILITY**

OWNER and CONTRACTOR agree that this Agreement may not be assigned without the prior written consent of the other party due to the special covenants, nature, and subject matter of this Agreement.

### **NO WAIVER**

The failure of OWNER or CONTRACTOR to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**EXHIBITS**

All Exhibits to this Agreement are incorporated herewith by reference for all purposes, wherever reference is made to the same.

**NO THIRD-PARTY BENEFICIARIES**

This Agreement is not intended to, and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties hereto and their permitted successors-in-interest; and the obligations herein undertaken and assumed are solely for the use and benefit of the Parties, their permitted successors-in-interest, and any permitted assigns pursuant to the terms and provisions of this Agreement.

**PARAGRAPH HEADINGS AND CONSTRUCTION OF AGREEMENT**

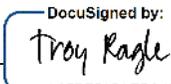
The descriptive headings of this various articles and sections of this Agreement have been inserted for the convenience of reference only, and are to be afforded no significance in the interpretation or construction of this Agreement, which shall not be construed either more or less strongly against or for either Party.

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

OWNER  
CITY OF DENTON

BY: \_\_\_\_\_  
TODD HILEMAN  
CITY MANAGER

CONTRACTOR  
RAGLE, INC

BY:  \_\_\_\_\_  
A05B7565AED34F1... AGENT

Troy Ragle  
\_\_\_\_\_  
NAME  
Vice President  
\_\_\_\_\_  
TITLE

817-285-6060

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PHONE NUMBER

tragle@ragleinc.com

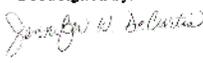
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EMAIL ADDRESS

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

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APPROVED AS TO LEGAL FORM:  
AARON LEAL, INTERIM CITY ATTORNEY

DocuSigned by:  
  
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### **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 an original notarized 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](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. Sign and notarize the Form 1295
6. Email the notarized form to [purchasing@cityofdenton.com](mailto: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.

## **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.
- ***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:*

A. **General Liability Insurance:**

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

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

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

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

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

**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.

**Workers' Compensation Insurance**

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

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

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

**Fire Damage Legal Liability Insurance**

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

**Professional Liability Insurance**

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

**Builders' Risk Insurance**

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

## 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 coverage 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

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 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.

## IFB 6390 - Pricing Sheet for Construction of South Bonnie Brae Street Widening and Improvements Phase I

I	Respondent's Name:				Ragle, Inc	
II	Principal Place of Business (City and State)				Dallas, Texas	
III	Respondent is a Corporation, Partnership, sole Proprietorship, Individual?				Corporation	
IV	Total calendar days after Notice to Proceed is issued by City for substantial				675	
V	Project start:				Saturday, July 01, 2017	
<b>Paving Improvements Pricing:</b>						
Item	Spec No.	Description	Quantity	Unit	Unit Price	Total
1	TS-1	MOBILIZATION	1	L.S.	\$ 1,105,000.00	\$ 1,105,000.00
2	TS-2	CAPITAL IMPROVEMENT SIGNS	3	EA.	\$ 450.00	\$ 1,350.00
3	201.3	EROSION CONTROL SWPPP	1	L.S.	\$ 372,000.00	\$ 372,000.00
4	202.2	TOPSOIL IMPORTED (LANDSCAPE MIXED SOIL)	10,569	S.Y.	\$ 1.50	\$ 15,854.10
5	202.2	TOPSOIL NATIVE	38,487	S.Y.	\$ 0.79	\$ 30,404.89
6	202.5	BLOCK SODDING	3,792	S.Y.	\$ 4.50	\$ 17,064.00
7	202.6	HYDROMULCH WITH SEED	109,477	S.Y.	\$ 0.40	\$ 43,790.80
8A	203.3	PREPARING R.O.W.	69	STA.	\$ 16,000.00	\$ 1,104,000.00
8B	203.4	REMOVE EXISTING BRIDGE SUBSTRUCTURE	2	EA.	\$ 5,000.00	\$ 10,000.00
9	203.4	EXCAVATION	10,626	C.Y.	\$ 6.50	\$ 69,069.00
10	203.4	REMOVE EXISTING ASPHALT PAVING	6,330	S.Y.	\$ 3.00	\$ 18,990.00
11	203.7	EMBANKMENT	74,304	C.Y.	\$ 1.80	\$ 133,747.20
12	203.7	BACKFILL	48	STA.	\$ 285.00	\$ 13,680.00
13	301.2	12" LIME SLURRY (54LB/SY)	729.7	TON	\$ 145.00	\$ 105,806.50
14	301.2	8" LIME SLURRY (40LB/SY)	17.3	TON	\$ 145.00	\$ 2,508.50
15	301.2	12" LIME TREATED SUBGRADE	27,020	S.Y.	\$ 3.00	\$ 81,060.00
16	301.2	8" LIME TREATED SUBGRADE	866	S.Y.	\$ 6.50	\$ 5,629.00
17	301.5	ROADBED BASE	15	C.Y.	\$ 150.00	\$ 2,250.00
18	303.2	CONCRETE PAVEMENT 6"	209	S.Y.	\$ 45.00	\$ 9,405.00
19	303.2	CONCRETE PAVEMENT 8"	778	S.Y.	\$ 50.00	\$ 38,900.00
20	303.2	CONCRETE PAVEMENT 10"	1,488	S.Y.	\$ 55.00	\$ 81,840.00
21	303.2	CONCRETE PAVEMENT 11"	19,274	S.Y.	\$ 56.00	\$ 1,079,344.00
22	303.9	2" TYPE "C" A.C.P.	4,410	S.Y.	\$ 12.45	\$ 54,904.50
23	303.9	4" TYPE "B" A.C.P.	1,338	S.Y.	\$ 21.15	\$ 28,298.70
24	303.9	7" TYPE "B" A.C.P.	3,072	S.Y.	\$ 36.00	\$ 110,592.00
25	305.1	18" CONCRETE RIBBON CURB	1,855	L.F.	\$ 18.00	\$ 33,390.00
26	305.1	MONO CURB	7,468	L.F.	\$ 2.50	\$ 18,670.00
27	305.2	5' SIDEWALK (4")	1,985	S.Y.	\$ 39.00	\$ 77,415.00
28	305.2	5.5' SIDEWALK	321	S.Y.	\$ 42.00	\$ 13,482.00
29	305.2	CURB RAMPS TYPE I	2	EA.	\$ 1,125.00	\$ 2,250.00
30	305.2	CURB RAMPS TYPE III	9	EA.	\$ 850.00	\$ 7,650.00
31	305.4	CONCRETE SHEET HEADER	240	L.F.	\$ 50.00	\$ 12,000.00
32	801.1	BARRICADES, SIGNS & TRAFFIC HANDLING	1	L.S.	\$ 75,000.00	\$ 75,000.00
32A	801.1	CONSTRUCTION DETOUR	1	L.S.	\$ 50,000.00	\$ 50,000.00

**IFB 6390 - Pricing Sheet for Construction of South Bonnie Brae Street Widening and Improvements  
Phase I**

I	Respondent's Name:				Ragle, Inc	
33	496 TxDOT	REMOVE DRIVEWAY CULVERTS	1	EA.	\$ 650.00	\$ 650.00
34	528 TxDOT	4" STAMPED AND STAINED CONCRETE	1,378	S.Y.	\$ 52.00	\$ 71,656.00
35	528 TxDOT	8" STAMPED AND STAINED CONCRETE	54	S.Y.	\$ 72.00	\$ 3,888.00
36	528 TxDOT	10" STAMPED AND STAINED CONCRETE	70	S.Y.	\$ 95.00	\$ 6,650.00
37	528 TxDOT	11" STAMPED AND STAINED CONCRETE	127	S.Y.	\$ 95.00	\$ 12,065.00
38	TS-3	HAUL OFF UNCOMPACTABLE MATERIAL OFFSITE	100	LOAD	\$ 75.00	\$ 7,500.00
39	TS-4	HAUL OFF OF LANDFILL QUALITY MATERIAL	100	LOAD	\$ 75.00	\$ 7,500.00
40A	TS-5	JOB TRAILER (PROVIDING POWER, PHONE, INTERNET AND OFFICE CAPABILITY, TO BE LOCATED ON JOB SITE)	1	L.S.	\$ 40,000.00	\$ 40,000.00
40B	801.4	GATE FOR FENCE	1	EA.	\$ 1,050.00	\$ 1,050.00
40C	801.4	BARBED OR SMOOTH WIRE FENCE	1,872	L.F.	\$ 12.00	\$ 22,464.00
		Paving Total				\$ 4,998,768.19
<b>Storm Drainage Proposal Pricing:</b>						
Item	Spec No.	Description			Unit Price	Total
41	201.15	Erosion Control Blanket	21,239	S.Y.	\$ 1.25	\$ 26,548.75
42	203.5	Channel Excavation	109,904	C.Y.	\$ 3.56	\$ 391,258.24
43	203.7	Embankment	29,563	C.Y.	\$ 1.80	\$ 53,213.40
44	501.6	18" RCP (CL III)	2,016	L.F.	\$ 50.00	\$ 100,800.00
45	501.6	21" RCP (CL III)	110	L.F.	\$ 55.00	\$ 6,050.00
46	501.6	24" RCP (CL III)	275	L.F.	\$ 70.00	\$ 19,250.00
47	501.6	27" RCP (CL III)	111	L.F.	\$ 73.00	\$ 8,103.00
48	501.6	30" RCP (CL III)	86	L.F.	\$ 83.00	\$ 7,138.00
49	501.6	36" RCP (CL III)	172	L.F.	\$ 108.00	\$ 18,576.00
50	501.6	42" RCP (CL III)	352	L.F.	\$ 145.00	\$ 51,040.00
51	501.6	5' X 4' RCB	158	L.F.	\$ 250.00	\$ 39,500.00
52	502.6	Bevel Pipe 18" RCP to Match Slope	1	EA.	\$ 800.00	\$ 800.00
53	502.6	Bevel Pipe 21" RCP to Match Slope	1	EA.	\$ 820.00	\$ 820.00
54	502.6	Bevel Pipe 24" RCP to Match Slope	1	EA.	\$ 1,020.00	\$ 1,020.00
55A	502.6	Bevel Pipe 30" RCP to Match Slope	1	EA.	\$ 1,250.00	\$ 1,250.00
55B	502.6	Bevel Pipe 36" RCP to Match Slope	1	EA.	\$ 1,650.00	\$ 1,650.00
56	502.6	Bevel 5' x 4' RCB to Match Slope	1	EA.	\$ 3,000.00	\$ 3,000.00
57	502.12	10' Recessed Curb Inlet	20	EA.	\$ 3,600.00	\$ 72,000.00
58	502.12	3' x 3' "Y" Inlet	4	EA.	\$ 3,000.00	\$ 12,000.00
59	502.12	Type M Manhole	18	EA.	\$ 3,125.00	\$ 56,250.00
60	502.12	"FW-0" Wingwalls	1	EA.	\$ 8,000.00	\$ 8,000.00
61	502.12	"CH-FW-0" Headwall	2	EA.	\$ 4,000.00	\$ 8,000.00
62	504.1	Trench Safety	3,280	L.F.	\$ 1.00	\$ 3,280.00
63	504.6	Cement Stabilized Backfill	52	C.Y.	\$ 80.00	\$ 4,160.00
64	803.3	5" Class "A" Concrete Rip-Rap	4,945	S.Y.	\$ 50.00	\$ 247,250.00
65	803.3	12" Grouted Rock Rip-Rap	360	S.Y.	\$ 45.00	\$ 16,200.00
66	803.3	18" Grouted Rock Rip-Rap	4,499	S.Y.	\$ 40.00	\$ 179,960.00
67	467 TxDOT	42" Safety End Treatment Type II (4:1) (C)	1	EA.	\$ 3,750.00	\$ 3,750.00

**IFB 6390 - Pricing Sheet for Construction of South Bonnie Brae Street Widening and Improvements  
Phase I**

I	Respondent's Name:				Ragle, Inc	
68	467 TxDOT	18" Safety End Treatment Type II (4:1) (P)	2	EA.	\$ 550.00	\$ 1,100.00
69	496 TxDOT	Remove Existing Headwall	2	EA.	\$ 750.00	\$ 1,500.00
70	496 TxDOT	Remove Existing Storm Pipe	32	L.F.	\$ 20.00	\$ 640.00
		Storm Drainage Total				\$ 1,344,107.39
<b>Bridge Proposal Pricing:</b>						
Item	Spec. No	Description	Quantity	Unit	Unit Price	Total
71	416 TxDOT	DRILLED SHAFT (18")	236	L.F.	\$ 50.00	\$ 11,800.00
72	416 TxDOT	DRILLED SHAFT (36")	1,064	L.F.	\$ 125.00	\$ 133,000.00
73	416 TxDOT	DRILLED SHAFT (48")	1,108	L.F.	\$ 180.00	\$ 199,440.00
74	420 TxDOT	CL "C" CONCRETE (ABUT) (HPC)	177.0	C.Y.	\$ 705.00	\$ 124,785.00
75	420TxDOT	CL "C" CONCRETE (BENT) (HPC)	933.1	C.Y.	\$ 705.00	\$ 657,835.50
76	420 TxDOT	CL "S" CONCRETE (APPR SLAB) (HPC)	246.8	C.Y.	\$ 400.00	\$ 98,720.00
77		OMITTED				\$ -
78	422 TxDOT	REINFORCED CONCRETE SLAB (HPC) (CL S)	97,423	S.F.	\$ 14.75	\$ 1,436,989.25
79	425 TxDOT	PRESTRESSED CONCRETE BEAM (TY Tx40)	2,339.5	L.F.	\$ 140.00	\$ 327,530.00
80	425 TxDOT	PRESTRESSED CONCRETE BEAM (TY Tx54)	9,284.0	L.F.	\$ 140.00	\$ 1,299,760.00
81	428 TxDOT	CONCRETE SURFACE TREATMENT (CLII)	15,585.8	S.Y.	\$ 2.43	\$ 37,873.49
82	442 TxDOT	STRUCTURAL STEEL (MISCELLANEOUS) (BRIDGE)	1,848	LB.	\$ 10.00	\$ 18,480.00
83	450 TxDOT	RAIL (TY C223) (HPC)	3,090	L.F.	\$ 95.00	\$ 293,550.00
84	450 TxDOT	RAIL (TY PR1)	3,090	L.F.	\$ 64.00	\$ 197,760.00
85	454 TxDOT	SEALED EXPANSION JOINT (4IN) (SEJ-A)	450	L.F.	\$ 75.00	\$ 33,750.00
86A	528 TxDOT	6" STAMPED AND STAINED CONCRETE	764	S.Y.	\$ 60.00	\$ 45,840.00
86B	400 TxDOT	CEM STABIL BKFL (BEHIND ABUTMENT)	574	C.Y.	\$ 80.00	\$ 45,920.00
		Bridge Total				\$ 4,963,033.24
<b>Roeselawn Signals Proposal Pricing:</b>						
Item	Spec No.	Description	Quantity	Unit	Unit Price	Total
90	618 TxDOT	Conduit 2" PVC	234	L.F.	\$ 14.00	\$ 3,276.00
91	618 TxDOT	Conduit 3" PVC	289	L.F.	\$ 20.00	\$ 5,780.00
92	618 TxDOT	Conduit 4" PVC	245	L.F.	\$ 22.00	\$ 5,390.00
93A	618 TxDOT	Riser with Sweeping 2" 90 degree elbow and plug	7	EA.	\$ 85.00	\$ 595.00
94A	618 TxDOT	Riser with Sweeping 3" 90 degree elbow and plug	4	EA.	\$ 125.00	\$ 500.00
95	624 TxDOT	Ground Boxes TY CBX (no concrete apron)	6	EA.	\$ 985.00	\$ 5,910.00
		Roeselawn Signals Total				\$ 21,451.00
<b>Striping &amp; Signage Proposal Pricing:</b>						
Item	Spec No.	Description	Quantity	Unit	Unit Price	Total
130	804.2	TYPE IB DOUBLE LINE *	1,352	L.F.	\$ 1.00	\$ 1,352.00
131	804.2	TYPE IB EDGELINE	417	L.F.	\$ 1.50	\$ 625.50
132	804.2	TYPE IIIA BARRIER LINE	1,555	L.F.	\$ 0.75	\$ 1,166.25
133	804.2	TYPE IA BROKEN LINE *	8,729	L.F.	\$ 0.50	\$ 4,364.50
134	804.2	TYPE VA STOP BAR	213	L.F.	\$ 5.00	\$ 1,065.00
135	804.2	TYPE IA BROKEN LINE C/R RPM	238	EA.	\$ 2.50	\$ 595.00

**IFB 6390 - Pricing Sheet for Construction of South Bonnie Brae Street Widening and Improvements  
Phase I**

I	Respondent's Name:				Ragle, Inc	
136	804.2	TYPE IIIA BARRIER LINE C/R RPM	157	EA.	\$ 2.50	\$ 392.50
137	804.2	TYPE IB DOUBLE LINE A/A RPM	47	EA.	\$ 2.50	\$ 117.50
138	804.2	TYPE IB DOTTED LINE	405	L.F.	\$ 2.00	\$ 810.00
139	804.2	WORD, WHITE, PER LETTER	4	EA.	\$ 120.00	\$ 480.00
140	804.2	SYMBOL, WHITE, ARROW	4	EA.	\$ 80.00	\$ 320.00
141	644 TxDOT	SMALL SIGN ASSEMBLY	18	EA.	\$ 250.00	\$ 4,500.00
		Striping & Signage Total				\$ 15,788.25
<b>Street Light Proposal Pricing:</b>						
Item	Spec No.	Description	Quantity	Unit	Unit Price	Total
142	805.3	PULL BOX	16	EA.	\$ 905.00	\$ 14,480.00
143	805.3	35' WHITE CONCRETE STREET LIGHT POLE	34	EA.	\$ 4,155.00	\$ 141,270.00
144	805.3	2" P.V.C. CONDUIT	4,257	L.F.	\$ 9.00	\$ 38,313.00
145	805.3	2" RIGID METAL CONDUIT	2,966	L.F.	\$ 34.00	\$ 100,844.00
146	805.3	STREET LIGHT POLE FOUNDATION	34	EA.	\$ 755.00	\$ 25,670.00
147	805.3	250W COBRAHEAD FIXTURE	34	EA.	\$ 2,085.00	\$ 70,890.00
148	805.3	#8 BARE STREET LIGHT CONDUCTOR	7,474	L.F.	\$ 2.50	\$ 18,685.00
149	805.3	#8 INSULATED STREET LIGHT CONDUCTOR	14,948	L.F.	\$ 2.50	\$ 37,370.00
150	628 TxDOT	ELECTRIC SERVICE	2	EA.	\$ 9,775.00	\$ 19,550.00
		Street Light Total				\$ 467,072.00
<b>Total Base Bid</b>						<b>\$ 11,810,220.07</b>

### BID SUMMARY

TOTAL PRICE IN WORDS BASE BID:

Eleven Million Eight hundred ~~ten~~ thousand

~~one hundred seventy seven dollars and forty one cents.~~  
two hundred twenty dollars and seven cents.

In the event of the award of a contract to the undersigned, the undersigned will furnish a performance bond and a payment bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and to guarantee payment for all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

It is understood that the work proposed to be done shall be accepted, when fully completed and finished in accordance with plans and specifications, to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Unit and lump sum prices as shown for each item listed in this proposal shall control over extensions.

The undersigned agrees this bid becomes the property of the City of Denton after the official opening.

The undersigned affirms that they are duly authorized to execute this contract.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et seq.

Bidders are required to acknowledge addenda with their submissions. Bidders will be responsible for monitoring the City of Denton Purchasing website at [www.dentonpurchasing.com](http://www.dentonpurchasing.com) to ensure they have download and signed all addenda required for their submission.

Receipt is hereby acknowledged of the following addenda to the plans and specifications:

Addendum No. 1 dated 3/29/17 Received TAR 3/29/17  
Addendum No. 2 dated 4/13/17 Received TAR 4/13/17  
Addendum No. 3 dated 4/21/17 Received TAR 4/21/17  
Addendum No. 4 dated 5/3/17 Received TAR 5/3/17  
Addendum No. 5 dated \_\_\_\_\_ Received \_\_\_\_\_

Firm listing of sub-contractors for the following if not being performed by prime contractor.

- a) Paving Ragle
- b) Bridges Ragle
- c) Drainage Ragle
- d) Excavation work RPM
- e) Utility Ragle
- f) Signals Durable Specialties
- g) Street Lights Durable Specialties
- h) Traffic Control Ragle
- i) Erosion Control Ragle
- j) Pavement Markings Select Striping

Ragle Inc.  
CONTRACTOR

BY [Signature]  
Troy Ragle 1993 - CP  
PO Box 1130



Street Address

Eules TX 76039  
City and State

Seal & Authorization

(If a Corporation) 817-285-6060  
Telephone

tragle@ragleinc.com  
E-mail

### VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of 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 non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A below must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident bidders in \_\_\_\_\_ (give state), our principal place of business, are required to be \_\_\_\_\_ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident bidders in \_\_\_\_\_ (give state, our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas:

BIDDER:

Ragle Inc  
Company

BY Troy Ragle

  
PO Box 1130  
Street Address

Eules TX 760  
City and State

**THIS FORM MUST BE RETURNED WITH YOUR BID.**

**CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE**

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

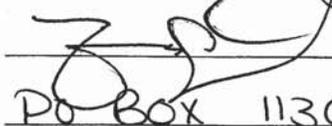
Materials incorporated in the Project (resold to the Owner as defined in Tax Code)	\$ <u>4,425,000.00</u>
All other charges and costs	\$ <u>7,385,176.41</u>
Total	\$ <u>11,810,176.41</u>

The total must equal the total amount of the Contract, based on the Base Bid.

CONTRACTOR:

Ragle Inc  
Company

BY Troy Ragle

  
PO BOX 1130  
Street Address

Eules TX 76039  
City and State

**THIS FORM SHALL BE EXECUTED AT THE TIME OF THE CONTRACT AND  
SHALL BE MADE A PART OF THE CONTRACT.**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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 governmental 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.

### OFFICE USE ONLY

Date Received

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

NA

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 is being disclosed.

NA

\_\_\_\_\_  
Name of Officer

4 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. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

NA

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

NA

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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

NA

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NA

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Ragle, Inc.  
P O Box 444  
Newburgh, IN 47629-0444

### OWNER:

(Name, legal status and address)

City of Denton, TX  
901-B Texas Street  
Denton, TX 76209

### SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
**Mailing Address for Notices**  
1299 Zurich Way  
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

IFB 6390 South Bonnie Brae Widening and Improvements - Phase I

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of April, 2017.

(Witness)

(Witness)

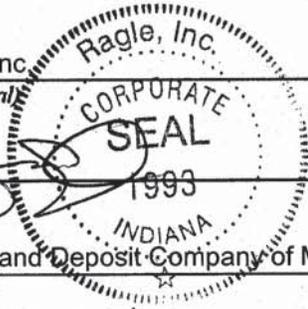
*Anthony A. Frederick*

Ragle, Inc. (Principal) (Seal)

By: *[Signature]* (Title) 1993

Fidelity and Deposit Company of Maryland (Surety) (Seal)

By: *Debra Hutts* (Title) Debra Hutts, Attorney-in-Fact



Bond Number Bid Bond

Obligee: City of Denton, TX

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Debra Hutts**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22<sup>nd</sup> day of July, A.D. 2015.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Michael P. Bond*  
Vice President



By: *Eric D. Barnes*  
Secretary

State of Maryland  
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of April, 2017.



*Gerald F. Haley*

Gerald F. Haley, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

**EQUIPMENT LIST**

<b>DOZERS/LOADERS</b>			
RTX-DZ02	6GN02164	715800	CAT D5M Dozer GPS
RTX-DZ05	T0450JX117934	715750	06 JD 450J LGP
RTX-DZ03	HDC00267	715921	CAT D6R III XW GPS
RTX-DZ04	E210217	771005	JD 850K
RTX-WL01	E648006	771002	JD 644K
RTX-WL02	CAT0928HJCK01728	715452	CAT 928H
<b>TRUCKS</b>			
RTX-WT01	1M1AA14Y22W147752	753551	Mack CH613 4000G Water Truck
RTX-ST02	1M2AG10Y13M003333	753150	Mack CV713(Tri/A) Red Semi
RTX-WT02	2FWBAYDCX5AV34252	753552	Sterling 4000 GAL Water Truck
<b>BACKHOES / BROOMS/Skid Steers</b>			
RTX-BK06	CAT0420EJDAN00883	715715	CAT 420E
RTX-BK03	CAT0420EVHLS07742	755406	CAT 420E IT(has windows)
RTX-BK04	CAT0420FTJW00972	715691	CAT 420F IT
RTX-BK05	CAT0420FJWJ01292	715692	CAT 420F IT
RTX-SK04	KWB01367	718340	13 CAT 279 C2 XPS
RTX-SK03	CAT0279CKKWB01459	718330	13 CAT 279C XPS
RTX-SK05	CAT0279CLKWB01369	718310	CAT 279 C2
RTX-SK01	RT210B00020711	771004	Gehl RT210
RTX-SK02	188802	718300	New Holland LS 180
RTX-BR01	2052 / 404519	718370	Broce RJ350
RTX-BR02	405200	718371	Broce RJ350
RTX-BR03	89316	718360	Broce RJ350
RTX-BR04	406044	715361	Broce RJ350
<b>CRANES/LIFTS</b>			
RTX-CN02	15320	771001	Terex RT6650
RTX-CN03	12203	716300	Terex RT230
RTX-ML01	S60X11-21953	717111	Genie S-60X Telescopic Boom Lift
<b>CONCRETE PAVING EQUIPMENT</b>			
RTX-PV01	900100-864	717716	CMI Texture and Cure
RTX-PV04	900800	717714	Span-It Work Bridge
RTX-PV03	907500007	717713	Gomaco C-750 Deck
RTX-PV05	508-706	717717	Gomaco Placer
RTX-PV02	905800-052	717715	Gomaco Commander III
RTX-PV06	900801-001-0002	717700	Gomaco C-450 Deck
<b>ROLLERS</b>			
RTX-RL04	166772	716600	Ingersoll-Rand SDR70 (66")
RTX-RL01	CNT01339	716603	CAT 563E Padfoot
RTX-RL03	2SV43-10109	771006	Sakai SV510T (84")
RTX-RL02	177813	716604	Ingersoll-Rand SD116DX (84")
RTX-RL05	2362BR2368	716605	Dynapac CP271 Compactor
RTX-RL06	3SV24-40191	716700	Sakai SV410 Single Drum Compactor (66")
<b>MOTOR GRADERS</b>			
RTX-MG01	XLBE641723	771000	JD 772
<b>TILLERS (MIXER)</b>			
RTX-TM01	526228	717020	CMI 425
RTX-TM02	5491000	717021	CMI 450

**WORKERS COMPENSATION EXPERIENCE RATING**

**NCCI** Risk Name: RAGLE INC Risk ID: 911911264  
 Rating Effective Date: 10/01/2016 Production Date: 05/13/2016 State: INTERSTATE

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
IL	.15	0	0	0	0	69,800	0	0
IN	.24	127,674	190,876	63,202	189,605	44,400	221,605	32,000
KY	.23	13,024	19,154	6,130	0	46,800	0	0
TX	.21	43,128	67,506	24,378	0	52,250	497	497
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
23		183,826	277,536	93,710	189,605	46,475	221,754	32,149

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 32,149	$C * (1 - A) + G$ 188,021	(A) * (F) 43,609	(J) 263,779
Expected	(E) 93,710	$C * (1 - A) + G$ 188,021	(A) * (C) 42,280	(K) 324,011
	ARAP	FLARAP	SARAP	MAARAP
Factors	1.00			(J) / (K) 81

**NOTICE - THIS IS A PRELIMINARY MODIFICATION**  
 COMPLETE PAYROLL AND LOSS DATA HAVE BEEN APPLIED TO CURRENT RATING VALUES  
 BUT A FINAL MODIFICATION CANNOT BE PROMULGATED UNTIL PENDING RATE  
 FILING HAS BEEN APPROVED FOR THE STATES IDENTIFIED WITH AN \* ABOVE.  
 RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS  
 DOLLARS WHERE ERA IS APPLIED.  
 THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS  
 RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED  
 BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP  
 SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE.  
 PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE  
 APPLICABLE MAXIMUM ARAP SURCHARGE.

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9. a. List at least five of the largest jobs you have completed in the last five years which are similar in project work scope to this project. (Attach additional sheets if necessary)

Project Name and Contract Numbers	Owner's Name, Address, Contact Name and Telephone #	Scope of Work Performed	Original and Final Contract Amounts	Original and Final Completion Dates	Names of On-site Project Manager and Superintendent	Name of Surety
HP 2010(854) 0918-45-844	TXDOT 4777 East Highway 80 Mesquite, Texas 75150 Jacqueline Weeks: 214-319-6521	WORK CONSISTING OF WIDEN 2 TO 4 LN DIV (TO 6 LN) WGR SEP DALLAS COUNTY, TEXAS	Orig:7,719,831.64 Fin.:8,629,408.00	12/2015 12/2015	Rahul Patil Catalino Flores	Colonial American Casualty & Surety Company Fidelity & Deposit Company Of Maryland
NH 2013(908) 0047-18-068	TXDOT 3904 US 75 South Sherman, TX 75090 Jana Bolen: 903-868-9271	WORK CONSISTING OF WIDEN NON-FREEWAY GRAYSON COUNTY, TEXAS	Orig:5,248,890.9 6 Fin:5,539,198.05	04/2016 05/2016	Jason Stultz Catalino Flores	Colonial American Casualty & Surety Company Fidelity & Deposit Company Of Maryland
BR 2013(832) 1159-02-031	TXDOT 124 FM 876 Waxahachie, Texas 75167 Billy Moon: 972-938-1570	WORK CONSISTING OF REPLACE BRIDGE AND APPROACHES ELLIS COUNTY, TEXAS	Orig:889,807.76 Fin:993,191.21	02/2016 06/2016	Rahul Patil Catalino Flores	Colonial American Casualty & Surety Company Fidelity & Deposit Company Of Maryland
BR 2015(500) 0902-90-017	TXDOT- North Area Office2 501 W. Eulless Blvd Eulless, TX 76040 Sarah Johnson: 817-399-4324	WORK CONSISTING OF REPLACE BR & APPRS TARRANT COUNTY, TEXAS	Orig:1,115,561.2 1 Fin: 1,134,073.09	06/2016 06/2016	James Gabe Catalino Flores	Colonial American Casualty & Surety Company Fidelity & Deposit Company Of Maryland
IR-30794-A Road Wodening	INDOT Patrick Craig 812-401-5988	ADDED TRAVEL LANES, TRAFFIC SIGNAL MODERNIZATION, AND SIGNS VINCENNES DISTRICT COUNTY - WARRICK	12,196,677.56	07/2014 07/2014	Jason Ragle	Colonial American Casualty & Surety Company Fidelity & Deposit Company Of Maryland

## R. ii. Contracts in force.

Project Name and Contract Numbers	Owner's Name, Address, and Contact Name and Telephone #	Scope of Work Performed	Contract Amount	Estimated Completion Date	Name of Surety
CC 902-48-838 0902-45-838	TXDOT 125 East 11th St, Austin TX 78701 Kimberley Smith: 817-370-6633	WORK CONSISTING OF GRADING, STRUCTURES AND PAVEMENT TARRANT COUNTY, TEXAS	\$10,457,967.3 3	2016	Colonial American Casualty & Surety Company Fidelity & Deposit Company Of Maryland
CM 1102(122) 0081-01-046	TXDOT 125 East 11th St, Austin TX 78701 Kimberley Smith: 817-370-6633	WORK CONSISTING OF GR, DR, SIGNAL AND PAVEMENT TARRANT COUNTY, TEXAS	\$ 4,198,919.20	2016	Colonial American Casualty & Surety Company Fidelity & Deposit Company Of Maryland
BR 2015(500) 0902-90-017	TXDOT- North Area Office2 501 W. Eulless Blvd Eulless, TX 76040 Sarah Johnson: 817-399-4324	WORK CONSISTING OF REPLACE BR & APPRS TARRANT COUNTY, TEXAS	\$ 1,115,561.21	June 2016	Colonial American Casualty & Surety Company Fidelity & Deposit Company Of Maryland
CM 1502(091) 0353-05-082	TXDOT 4777 East Highway 80 Mesquite, Texas 75150 Richard Barker: 214-319-6521	WORK CONSISTING OF INTERSECTION IMPROVEMENTS AND UTILITY ADJUSTME DALLAS COUNTY, TEXAS	\$ 7,010,076.50	March 2017	Colonial American Casualty & Surety Company Fidelity & Deposit Company Of Maryland
C 45-19-50 0045-19-050	TXDOT 3904 US 75 South Sherman, TX 75690 Jana Bolen: 903-866-9271	WORK CONSISTING OF CONST MAIN LNS OF A 4-LN SECTION WITH DEPR MED GRAYSON COUNTY, TEXAS	\$ 12,934,039.04	July 2017	Colonial American Casualty & Surety Company Fidelity & Deposit Company Of Maryland

## Certificate Of Completion

Envelope Id: D6FC60FC32B744A1A8607E8E304750C2	Status: Sent
Subject: City Council Docusign Item - 6390	
Source Envelope:	
Document Pages: 31	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 6	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Karen E. Smith
Time Zone: (UTC-06:00) Central Time (US & Canada)	karen.smith@cityofdenton.com
	IP Address: 129.120.6.150

## Record Tracking

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## Signer Events

Karen E. Smith  
karen.smith@cityofdenton.com  
Interim Purchasing Manager  
City of Denton

Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
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Troy Ragle  
tragle@ragleinc.com  
Vice President

Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
Accepted: 6/15/2017 9:28:32 AM  
ID: fe93f1cd-ffb1-4cbe-8382-344f1fca8d4e

Jennifer DeCurtis  
jennifer.decurtis@cityofdenton.com  
Deputy City Attorney  
City of Denton

Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Julia Winkley  
julia.winkley@cityofdenton.com  
Contracts Administration Supervisor  
City of Denton

Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Todd Hileman  
todd.hileman@cityofdenton.com  
Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**

## Signature

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Signed: 6/12/2017 2:29:06 PM

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Sent: 6/15/2017 9:35:22 AM  
Viewed: 6/15/2017 10:26:54 AM  
Signed: 6/15/2017 10:27:02 AM

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Signer Events	Signature	Timestamp
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Accepted: 2/8/2017 6:52:51 PM  
ID: 8154723a-9757-4d53-a4b5-794656233671

Jennifer Walters  
jennifer.walters@cityofdenton.com  
Security Level: Email, Account Authentication (Optional)  
**Electronic Record and Signature Disclosure:**  
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Julia Winkley  
julia.winkley@cityofdenton.com  
Contracts Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (Optional)  
**Electronic Record and Signature Disclosure:**  
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Sherri Thurman  
sherri.thurman@cityofdenton.com  
Security Level: Email, Account Authentication (Optional)  
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Jane Richardson  
jane.richardson@cityofdenton.com  
Security Level: Email, Account Authentication (Optional)  
**Electronic Record and Signature Disclosure:**  
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Robin Fox  
Robin.fox@cityofdenton.com  
Security Level: Email, Account Authentication (Optional)  
**Electronic Record and Signature Disclosure:**  
Accepted: 10/9/2015 1:39:51 PM  
ID: 04463961-03db-4c4d-9228-d660d6146ed6

Jennifer Bridges  
jennifer.bridges@cityofdenton.com  
Security Level: Email, Account Authentication (Optional)  
**Electronic Record and Signature Disclosure:**  
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Jane Richardson

jane.richardson@cityofdenton.com

Security Level: Email, Account Authentication  
(Optional)

**Electronic Record and Signature Disclosure:**

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Noreen Housewright

noreen.housewright@cityofdenton.com

Security Level: Email, Account Authentication  
(Optional)

**Electronic Record and Signature Disclosure:**

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Annie Bunger

annie.bunger@cityofdenton.com

Security Level: Email, Account Authentication  
(Optional)

**Electronic Record and Signature Disclosure:**

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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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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 kevin.gunn@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to kevin.gunn@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:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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